

THIS DIGITAL BANKING SERVICES AGREEMENT (this “**Agreement**”) is made between Lake City Bank, an Indiana banking corporation (“**bank**” or “**we**” or “**us**” or “**our**”), and you (“**you**” or “**your**”). This Agreement sets forth the general terms and conditions for your use of all bank services accessed through the online digital banking services portal on the Lake City Bank website or through our Mobile App (each individually a “**Service**” and collectively the “**Digital Banking Services**” or, the “**Services**”). We may require you to submit to, and execute, separate Services Addenda in addition to this Agreement, prior to providing certain Services to you. You understand and agree that this Agreement and the Related Agreements are the complete and exclusive statement of the agreement between the parties with respect to the Services provided to you by bank, and supersede any prior agreements between bank and you with respect to such Services. You acknowledge that you have received this Agreement, and any Related Agreements, and that use of the Services will constitute acceptance by you of the Agreements and Related Agreements. The terms of this preamble are binding upon the parties hereto.

## A. GENERAL TERMS

**1 Definitions.** As used in this Agreement, the following terms will have the following meanings unless otherwise stated for a particular Service:

- 1.1 “**Access Credential**” has the meaning given that term in Section A.5.1 below.
- 1.2 “**Account**” means any consumer demand or time deposit account, or loan account maintained with bank as applicable, from time to time, or any other account that requires use of the Services, and as approved by bank for your use subject to any additional terms that may apply.
- 1.3 “**Account Terms and Conditions**” means the “Personal Account Terms and Conditions” which govern the operation and use of your Account with bank, as they may be amended from time to time.
- 1.4 “**ACH**” means an automated clearing house network used for electronic transfers of funds between deposit accounts at financial institutions.
- 1.5 “**ACH Operator**” means a Federal Reserve bank, including without limitation, the United States Federal Reserve Bank of Chicago, or other entity that provides clearing, deliver, and settlement services for ACH Entries, as defined by the Rules, and other services, all as more fully described and defined in the Rules.
- 1.6 “**ACH Transfer**” means a funds transfer made through an electronic network for financial transactions operated by an ACH Operator.
- 1.7 “**Administrative Charges Disclosure**” means the disclosure describing those fees and charges associated with your Account, as amended from time to time.
- 1.8 “**Applicable Law**” means applicable state and federal laws, including without limitation, the Uniform Commercial Code, as enacted in the State of Indiana, the Rules, the EFTA, federal, state and local laws and regulations, each as may be amended from time to time, applicable to bank or you, including, without limitation, Regulation CC, 12 CFR Part 229 (“**Regulation CC**”), all “Operating Circulars” promulgated by the Board of Governors of the Federal Reserve System, and the regulations promulgated by the Office of Foreign Assets Control (“**OFAC**”).
- 1.9 “**Authorization**” means your written request, instruction, or notification in any form.

- 1.10 **“Available Balance”** or **“available balance”** means the amount of money in your Account at any given time that is available to you to use for subsequent transactions pursuant to Regulation CC and the bank’s applicable funds availability schedule and policies. The available balance may take into account holds placed on deposits and pending transactions (such as pending debit card purchases, and credits including but not limited to ACH credits, OTC deposits, POS refunds) that have been authorized but that have not yet posted to your Account, but may not accurately reflect Checks you have written, or other transactions you may have authorized that we are not aware of.
- 1.11 **“Business Day”** means any day, Monday through Friday, that bank’s main office is open for business, excluding federal holidays.
- 1.12 **“Check”** means a draft, payable on demand and drawn or payable through a bank chartered by a state or the United States, whether or not negotiable, handled for forward collection, including a substitute check, payable in United States or Canadian dollars.
- 1.13 **“Device”** has the meaning set forth in Section A.4.8.
- 1.14 **“Digital Password”** or **“Password”** means the password credential used in connection with the User ID to access Services.
- 1.15 **“EFTA”** means the Federal Electronic Funds Transfer Act, 15 U.S.C. Section 1693, et. seq. and Federal Reserve Regulation E, 12 C.F.R. Part 205.
- 1.16 **“Entry”** has the meaning given in the Rules. Any reference to **“Entries”** means more than one Entry.
- 1.17 **“Funding Account”** has the meaning given that term in Section B.11.1.
- 1.18 **“Item”** or **“item”** means a Check that is payable on demand, drawn on or payable through or at an office of a United States financial institution, whether negotiable or not, and payable or endorsed to the you, and includes Checks, substitute Checks, and Image exchange Items. Such term does not include non-cash Items or Items payable in a medium other than United States or Canadian currency.
- 1.19 **“Mobile App”** means the software application used to access our Digital Banking Services that runs on mobile Devices, and that is available from both Google Play® and the App Store®.
- 1.20 **“NACHA”** means the National Automated Clearinghouse Association.
- 1.21 **“Payment Order”** means a request, order, instruction, or other directive for the payment, transfer, withdrawal, or disposition of funds from any Account, including a funds transfer, or any amendment or cancellation thereof. The term **“Payment Order”** does not include any Item drawn, issued, deposited, or anything similar by you.
- 1.22 **“Person”** means an individual, a corporation, a limited liability you, an association, a partnership, a trust or estate, a joint stock you, an unincorporated organization, a joint venture, a government (foreign or domestic), any agency or political subdivisions thereof, or any other entity.

- 1.23 **“Related Agreement”** means any Addenda or Supplement to this Agreement as well as any other schedules, supplements, or exhibits to the Addenda, Supplement, or the Personal Account Terms and Conditions, and all other agreements, policies and disclosures issued by bank and governing the Account, as they may be amended from time to time.
- 1.24 **“Rules”** means the NACHA Operating Rules and Guidelines, as they may be amended from time to time.
- 1.25 **“Security Procedures”** has the meaning set forth in Section A.5.1.
- 1.26 **“Service”** or **“Services”** has the meaning set forth in the preamble to this Agreement.
- 1.27 **“Services Addendum”** or **“Services Addenda”** or **“Addenda”** means any addendum or supplement with respect to one or more of the Services, and issued in connection with this Agreement from time to time, as agreed to by bank and you.
- 1.28 **“Stop Payment Order”** means an order requested by you by means of the Services to stop payment on a Check against an Account.
- 1.29 **“Transaction”** or **“transaction”** is sometimes referred to as an “item” in this Agreement, and means any credit, deposit, withdrawal, funds transfer, order, payment request, payment purchase, or other instruction relating to any Account or Account service provided by Lake City Bank through use of the Digital Banking Services.
- 1.30 **“UCC”** means the Indiana Commercial Code, Ind. Code Ann. § 26-1 et. seq.
- 1.31 **“User ID”** means your user identification registered in connection with Services.
- 1.32 Unless otherwise defined in this Agreement, any capitalized or otherwise defined term used in this Agreement shall have the meaning ascribed by the Personal Account Terms and Conditions. Any capitalized or otherwise defined term used in this Agreement not defined in this Agreement, or in the Personal Account Terms and Conditions, shall have the meaning ascribed by the Rules.

**2 Applicability.** This Agreement applies to all bank Services accessed through the online digital banking services portal on the Lake City Bank website or through our Mobile App. Bank has the sole discretion to determine whether you or any Account is eligible for any Service and may withdraw any prior eligibility determination at any time. You or an Account may not be eligible for all Services.

**3 Incorporation; Order of Precedence; Rules of Construction.**

- 3.1 This Agreement supplements your Account Terms and Conditions. All provisions of the Account Terms and Conditions (including but not limited to the provisions of the Account Terms and Conditions with respect to Arbitration and Class Action Waiver) are incorporated herein by reference. Your Account Terms and Conditions and this Agreement are intended to be read as complementary to one another. In the event of any direct conflict between the Account Terms and Conditions and this Agreement, the Account Terms and Conditions will control unless stated otherwise in this Agreement. Your use of the Services may also be affected by other existing Related Agreements between us for your deposit, loan, credit card, and other linked accounts. When you link accounts to the Services, this does not change the

agreements you already have with us on those accounts. For example, when you use the Services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosures for the credit account. You should review those agreements for any applicable account fees, for limitations on the number of transfers you can make, and for other restrictions, which might impact your use of an account with the Services. Additionally, each account will be subject to the terms or instructions appearing on a screen when using the Services, the rules and regulations of any funds transfer system, and all Applicable Laws. In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either the Services, or products which may be accessed via the Services.

- 3.2 In the event performance of the Services provided herein in accordance with the terms of this Agreement or any Related Agreement would result in a violation of any present or future statute, regulation or government policy to which bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement and any relevant Related Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and bank shall incur no liability to you as a result of such violation or amendment.

**4 Standard Terms for Services.** This section sets forth the standard terms and conditions which apply to your use of any Services.

**4.1 Digital Passwords.**

- (a) We are entitled to act upon instructions received with respect to any Service under your User ID and Digital Password and without inquiring into the identity of the person using the Digital Password. You agree that you will not under any circumstances disclose your Digital Password to anyone, including anyone claiming to represent bank. You acknowledge that no one from bank will ever ask for your Digital Password, and that bank employees do not need your Digital Password for any reason.
- (b) You are liable for all transactions made or authorized with the use of your User ID and Digital Password. Bank has no responsibility for establishing the identity of any person who uses your User ID and Digital Password. You agree that providing the User ID and/or Digital Password to anyone, or failing to safeguard the secrecy of your User ID and/or Digital Password is done at your own risk. Should any fraudulent or unauthorized transactions occur as a result of you providing your User ID and/or Digital Password to anyone, we will not be liable for any losses incurred by you in connection therewith. The Digital Password can be changed within the Digital Banking Services portal. We recommend that you regularly change your Digital Password. You agree that if you suspect the secrecy of your Digital Password has been compromised, you will immediately notify us of that fact, and will immediately change the Digital Password.
- (c) For joint Accounts, each person designated as an Account holder must have a separate User ID and Password. Each Account holder shall be jointly and severally liable for any and all transactions that are made by any Account holder on such Account.

- 4.2 **Indemnity.** You hereby agree to indemnify, release, and hold us harmless from any and all liability, and agree to waive any claim against bank or bring any action against bank, relating

to its honoring or allowing any actions or transactions that were conducted under your User ID and Digital Password, except to the extent permitted under Regulation E.

- 4.3 **Authorization.** By directing us, through the use of any Service initiated with your User ID and Digital Password, to transfer funds or make a payment of any kind, you authorize us to withdraw from the designated Account the amount of funds required to complete the transaction. Requests for new Account Services, instructions to change existing Account information or Services, and any other communications received by bank through the Digital Banking Services portal to amend, modify, supplement, extend, terminate, or otherwise adjust the Services shall constitute legal endorsements, and shall have the same force and effect as a signed written instruction.
- 4.4 **Errors.** In case an error is discovered or in case of questions about a transaction made using the Services, you are directed to contact the One Call Center at (888) 522-2265, write to Lake City Bank, Client Protection Services, PO Box 1387, Warsaw, IN 46581-1387, or email us at [lcbdirect@lakecitybank.com](mailto:lcbdirect@lakecitybank.com) as soon as you can, but (with the exception of any error or problem involving an unauthorized ACH Debit Entry to an Account) in no event later than 60 calendar days after the FIRST statement is issued on which the problem or error appeared. Any such communications should include: The name of each Account holder on the Account. **IMPORTANT – Do NOT include your Account number if contacting us via email since email is not a secure form of communication.** Describe the error or the transaction you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you inform us verbally, we may require you to submit your complaint or question in writing within 10 Business Days.
- 4.5 **Investigations.** We will inform you of the findings of our investigation within 10 Business Days (5 Business Days if involving a Visa® transaction) after we are notified by you of the error, and will correct any error promptly. If we require additional time to complete an investigation, 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 (5 Business Days if involving a Visa® transaction) for the amount you reasonably believe 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 request you to put your complaint or question in writing and we do not receive it within 10 Business Days thereafter, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you reasonable believes is in error. If we that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may request copies of the documents that we used in its investigation.
- 4.6 **Liability Stemming from Incomplete Account Transfers.** If we do not complete a transfer to or from your Account on time or in the correct amount according to your instructions, subject to any other limitations on liability in this Agreement, we will be liable for your actual losses or damages. Bank shall not be liable should any of the following occur:
- (a) If, through no fault of bank, you do not have a sufficient available balance in your Account to complete the transaction.
  - (b) If the transaction would exceed the limit of your overdraft privileges (if available).

- (c) If the Service was not working properly and you knew about the breakdown when you started the transaction.
- (d) If circumstances beyond our control (such as fire or flood or other force majeure) prevented the transaction, despite reasonable precautions that we may have taken.
- (e) If a court order or other legal proceeding prevents us from making a transaction.
- (f) If you do not properly complete the deposit or payment form.
- (g) If you do not provide the correct information when using the Service.
- (h) If we are provided with incomplete or inaccurate information from external sources involved in processing the transfer, payment, or direct deposit.

The foregoing exclusions to our liability for failure to complete a transfer to or from your Account in a timely manner or in the correct amount are in addition to any other exclusions, exceptions or limitations to bank's liability set forth in this Agreement, or any Related Agreement.

- 4.7 **Security Risks.** There are security risks associated with the use of the Services. The hardware and software that you use in connection with the Services may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of hardware and software is at your own risk. We will use commercially reasonable efforts to secure the portions of the Services under our control to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our commercially reasonable efforts, the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by Applicable Law.
- 4.8 **Devices; Security.** You acknowledge and agree that it is your responsibility to protect your cellular or mobile device ("**Device**") and to be vigilant against email and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You acknowledge that we will never contact you by email or text message to ask for or to verify Account numbers, security Devices, or any sensitive or confidential information. In the event you receive an email, text message, or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you will not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or otherwise comply with any instructions in the communication. To the extent allowed by law, you agree that bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, email, text message or internet fraud.
- 4.9 **Internet Access.** To access the Services, you must maintain at least one Account with bank, access to internet services, and an email address. The Services are accessed via the internet by logging into bank's website or the Mobile App using a User ID and Password. Bank will communicate an assigned User ID and Password directly to each person designated as an Account holder.

- 4.10 **Changes to and Interruption of the Services.** We may on a regular basis perform systems maintenance which may result in interrupted service or errors in the Services, or affect the scope of Services available from time to time. We will attempt to provide prior notice of such interruptions and changes, but cannot guarantee that such notice will be provided.
- 4.11 **Text Banking.** The Digital Banking Services Mobile App combined with your Devices' text messaging capabilities allows you to access your Account with your Device. With text banking, you are able to review current Account balances and transaction history. For help, text "HELP" to 226563 To cancel your plan, text "STOP" to 226563 at any time. In case of questions please contact customer service at lcbdirect@lakecitybank.com or call (888) 522-2265. These Services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from us. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service (text messaging). These Services are provided by us and not by any other third party. You and bank are solely responsible for the content transmitted through the text messages sent to and from bank. You must provide source indication in any messages you send to bank (mobile telephone number, "From" field in text message, etc.).

## 5 Security Procedures.

- 5.1 You and we shall comply with the requirements described in this section of the Agreement (the "**Security Procedures**"), as well as any additional security procedures unique to the Services as may be more fully described in any applicable Services Addendum. We may change, amend, or replace in their entirety, the procedures described in this section from time to time. We will provide at least 15 days prior written notice to you of any material changes, unless in our sole judgment a shorter notice period is necessary. You are required to follow these Security Procedures in connection with your use of the Services for which you have enrolled, and will establish one or more User ID's, Digital Passwords, and/or other means of identification and authentication (each, an "**Access Credential**"). You acknowledge that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a funds transfer or other aspect of any Services request. No Security Procedure for the detection of any such error has been agreed upon between bank and you. You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized funds transfers. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify bank immediately followed by written confirmation in accordance with notice procedures set forth below. The occurrence of unauthorized access will not affect any funds transfers or Services delivery made in good faith by bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized funds transfers. You warrant that the computer hardware you use to initiate and transmit funds transfers possesses, and will be updated as required from time to time to possess, state-of-the-art computer software (such as anti-spyware and anti-virus software) to help prevent the theft or unauthorized use of your Access Credentials.
- 5.2 Each time you use the Services, you warrant that bank's Security Procedures as described herein are commercially reasonable (based on the normal size, type, and frequency of your transactions). You agree to be bound by any funds transfer or Payment Order or instruction bank receives through the Services, even if the order is not authorized by you, if it includes

your Access Credentials or is otherwise processed by bank in accordance with bank's Security Procedures.

5.3 You agree to: (i) comply with the Security Procedures; (ii) take reasonable steps to safeguard the confidentiality and security of (a) your Access Credentials, and (b) any other confidential information we provide to you in connection with the Services; and (iii) notify us immediately if you have any reason to believe any of your Access Credentials have been compromised in any way. The occurrence of unauthorized access will not affect any funds transfers or Services delivery made in good faith by bank prior to receipt of notification of unauthorized access or the compromise of Security Procedures within a reasonable time period to prevent unauthorized funds transfers. You warrant that any Device you use to access the Services possesses updated security software (such as anti-spyware and anti-virus software), and that you will update such software as updates are released by the Device manufacturer.

**6 Accounts and Authorization.** In providing any Service, we are entitled to rely solely on the information, representations and warranties provided by you pursuant to this Agreement, any Signature Card, or any other documentation provided by you in connection with an Account or Service, and we shall not be responsible for the accuracy or completeness thereof.

**7 Fees and Charges.** So long as this Agreement remains in effect, you agree to pay bank fees for the Services in accordance with the then current Administrative Charges Disclosure, or such other fees and charges as may be agreed upon from time to time by you and us. We shall have the right to increase or decrease fees and charges imposed for Services without prior written notice subject to any restrictions under Applicable Law, and your continued use of the Services will be considered evidence of your agreement to such increase or decrease; however, we will to the extent commercially reasonable provide you prior notice of any changes in our Fee Schedule or any other agreed upon fees. You may incur charges to receive internet service on your Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such internet or text messaging charges. You are also responsible for the costs of any communication lines, data processing, or other charges payable to third parties, as disclosed to you by us from time to time. You shall be responsible for the payment of any sales, use, excise, value added, or other similar charges relating to the Services. Fees for the Services will be charged and collected as designated in the then current Administrative Charges Disclosure, or as otherwise may be communicated by us to you. Special or additional Services performed at your request will be subject to such additional terms and fees as we and you may agree.

**8 Access to Account Data.** Some of the Services provide you with balance and other Account information. Since certain information and transactions are not processed by us until after the close of the Business Day, some transactions may not be reflected in our system until the next Business Day. Posted transactions may be reversed due to insufficient funds, Stop Payment Orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. All deposits are received subject to our receipt of final payment. We may revoke any provisional credit given to you if final payment is not received. We may agree with other banks, clearing houses, or other parties to vary procedures regarding the collection or return of items, and deadlines to the extent permitted by law. We have the sole discretion to determine the method of collecting items, including electronically, and may use vendors, third party service providers, or other banks in the process. (See our policy on funds availability for more information on when deposited funds will be available for withdrawal). We assume no responsibility for any loss arising from incomplete information or for any



temporary interruption in our information system. If you is unable to access our system for any reason, you should call the One Call Center at 1-888-522-2265 or contact your closest branch.

## **9 Statement Review; Notification.**

- 9.1 We will issue Account statements and other advices to you on a periodic basis. Account statements and advices made available electronically to you will be the official record of your Account. You must promptly review all Account statements and other advices received from us. You must notify us of any unauthorized, improper, or missing endorsements within sixty (60) calendar days after the date of the Account statement or advice on which that item was reported to have been paid. You must notify us of any errors, alterations, discrepancies, or unauthorized transactions, including Payment Orders and items, to bank in writing within sixty (60) calendar days from the date of the statement or other advice containing such is mailed or otherwise made available to you. You agree that an Image of an item or information identifying the item (e.g. item number, amount, and date of payment) is a sufficient substitute for the actual item. You must provide us with all information necessary for us to investigate and must provide all supporting evidence and/or documentation as we request. If you fail to act as provided in this Section, you will have failed to exercise reasonable promptness in reviewing such Account statement and advices and shall be precluded from asserting any error, discrepancy, or unauthorized transaction, including any loss of interest in connection therewith, and we will not be required to reimburse you.
- 9.2 Notwithstanding Section A.9.1 above or any other provision of this Agreement, you must notify us of any unauthorized ACH Debit Entry to an Account immediately, but in no event later than the Business Day following the Business Day on which the unauthorized ACH Debit Entry was posted. If you fail to notify us as provided in this Section, your sole recourse will be with the Originator of such ACH Debit Entry. We recommend that you review all Account activity, including ACH Entries, on a daily basis.

**10 Cutoff Hours and Business Days.** A number of the Services are subject to processing cutoff hours. Such cutoff hours are subject to change at our discretion and upon notice to you. Instructions received after the cutoff hour or on a non-Business Day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions. We will endeavor to notify you in advance in the event the Services will be unavailable due to scheduled maintenance.

## **11 Information Processing and Reporting.**

- 11.1 A number of the Services offered by us require us to receive, process and report information involving your Account and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.
- 11.2 You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with ACH Transfers). We are not responsible for confirming such information, or for monitoring or refusing to process

duplicate instructions by you. For example, if you gives us a transfer instruction that is incorrect in any way, you agree that we may charge your Account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your funds transfer or payment instructions.

- 11.3 You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in funds transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the Transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

## **12 Representations and Warranties; Indemnification.**

- 12.1 You make the following representations and warranties to us:

- (a) With respect to Services that include funds transfers, as to each and every funds transfer initiated by you, you represent and warrant, and will be deemed to have represented and warranted at the time each funds transfer is initiated by you, that (i) you have complied with all aspects of each funds transfer required by this Agreement and by any rules and regulations applicable to the funds transfer, including without limitation the Rules, (ii) any Authorization for a funds transfer is operative at the time of transmittal by us as provided herein, and (iii) each funds transfer shall in no way violate any federal, state or local statute or regulation pertaining to electronic funds transfers including the EFTA to the extent applicable, the sanctions law administered by OFAC, and all such other laws and regulations, nor shall any such funds transfer hereunder be a transaction made in connection with an internet gambling business.
- (b) Any deposits, files, postings or delivery of any information or data of any kind whatsoever to us do not contain any malicious code commonly known as anomalies, time bombs, viruses, trapdoors, worms, trojan horses or anything similar constituting of computer instructions which may have the effect or be used to access, alter, delete, damage or disable the Services, other websites, bank or bank's customers' information or other property (including, without limitation, all of bank's data, software and computer servers). The presence of any such malicious code in any deposits, files, postings or delivery of any information or data to us will be presumed to have come from you.
- (c) You will not, and will not attempt to, with regard to any Account, any Service, or any part thereof, or anything provided or made available to you by us in connection therewith, including documentation, technology, hardware, or software, (1) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets (2) use in a manner that is prohibited by any law (including the US Patriot Act of 2001 and the Enterprise Secrecy Act of 1970, as each may be amended), regulation or applicable contract or that violates any third party's rights or that facilitates the violation of any law, regulation, applicable contract or third party rights; or (3) transmit any unlawful, harassing, libelous, abusive, threatening, harmful, malicious, or otherwise objectionable material of any kind.

- 12.2 You shall indemnify bank and its parent, its affiliates and subsidiaries, and their respective directors, officers, employees and agents, and hold them harmless from and against any claims, demands, losses, liabilities, costs or expense (including reasonable attorney's fees and

expenses) directly or indirectly resulting from or arising out of (i) any breach of any of the foregoing representations, warranties or agreements; (ii) bank's actions or omissions, if they are in accordance with your instructions or the terms of this Agreement or any Services Addenda hereto, or any Applicable Law, or court order; (iii) your actions or omissions; or (iv) external fraud or other unauthorized access to any Account or Service. This indemnification obligation shall survive the termination of this Agreement.

### **13 Responsibilities of Bank; Limitation of Liability.**

- 13.1 We will perform the Services in accordance with reasonable commercial banking standards prevailing for similarly situated financial institutions. We shall be entitled to rely solely on the information, representations and warranties provided by you pursuant to the Agreement, and shall not be responsible for the accuracy or completeness thereof.
- 13.2 In addition to greater limitations on our liability that may be provided in any Addenda to this Agreement, our liability related to any Service shall be limited to your actual proven damages arising directly from our gross negligence or willful misconduct. In no event shall we be liable for special, indirect, or consequential damages, including without limitation, loss or damage from subsequent wrongful dishonor resulting from bank's acts or omissions, except as may be otherwise provided by law. We shall not otherwise be responsible for any action taken, allowed or omitted by or under the Agreement or for anything arising therefrom, or for any liability, loss, claim, or damage arising from: (i) your actions or omissions, or those of third parties that are not within our immediate and reasonable control, including without limitation the actions of any third party network or services provider necessary for the performance of the Services; (ii) your negligence or breach of any agreement with us, including your failure to follow the Security Procedures; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to us, or the misuse, theft, fraud or misappropriation of Access Credentials by you or any third parties; (iv) any error, failure or delay in the transmission or delivery of data, records, or Items due to a breakdown in any computer or communications facility; (v) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), pandemics (including, but not limited to the novel COVID-19 virus), or acts of God; (vi) causes beyond our reasonable control; (vii) the application of any government or funds-transfer system rule, guideline, policy, law, guideline, restriction or regulation, or the order of any court of competent jurisdiction; (viii) the lack of a sufficient available balance in your Account to complete a transaction; (ix) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (x) your failure to follow any applicable software manufacturer's recommendations, our Services instructions, or your obligations with respect to the Security Procedures; or (xi) actions or omissions of any third party not within our immediate and reasonable control. Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. There may be other exceptions to our liability as stated in any Related Agreements, including but not limited to the Personal Account Terms and Conditions or any applicable Services Addenda. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.

- 13.3 We do not make any representations or warranties with respect to the legal effect or sufficiency, under any federal, state, or local statute or regulation or other law, of any forms, documents or other matters provided by us from time to time in connection therewith.
- 13.4 Subject to the foregoing limitations, our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate or at the rate currently paid on your Account affected by the error, if less for the period involved.
- 13.5 You acknowledge that the fees for the Services have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; (c) your agreement to notify us immediately in the event of (1) any compromise to your Security Procedures or Access Credentials, or (2) any unauthorized ACH Entry; and (d) your agreement to assist us in any loss recovery effort.

**14 Limited Warranties; Disclaimer.** BANK MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY ACCOUNT, SERVICE, COMPONENT, OR ANY THIRD-PARTY SERVICE PROVIDER OF BANK. NEITHER BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT OR THE INTERNET WILL MEET THE NEEDS OR SPECIFICATIONS OF YOU. BANK AND ALL THIRD-PARTY SERVICE PROVIDERS OF BANK EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NEITHER BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT OR THE INTERNET WILL BE FREE OF DEFECTS, SAFE, SECURE OF ANY PARTICULAR QUALITY, OR PROVIDE ANY PARTICULAR LEVEL OF PERFORMANCE OR AVAILABILITY. EACH ACCOUNT, SERVICE OR COMPONENT IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. BANK SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.

**15 Records.** All related records used by us in rendering the Services shall be and remain our property. Upon termination of this Agreement, we will at your request make available information contained in such records then on hand. Any expenses incurred by us in doing so will be paid by you.

**16 Electronic Signature Law.** The parties agree that your request, instruction, or notification in any form to receive additional Services, to modify the Services, or with respect to any other requirement or undertaking that this Agreement specifies must be in writing (each, an Authorization), and whether delivered by fax or e-mail, shall be an indication of your intent to add additional Services and subject such Authorization to the terms of this Agreement. To the extent permitted by Applicable Law, any requirement of a further signed writing to make such Authorization a binding obligation of you is expressly waived by you. The parties also agree that, to the extent permitted by Applicable Law, transmission of such Authorization by e-mail or fax transmittal of an electronic copy of an Authorization containing the original or facsimile signature of an authorized representative of you shall be sufficient to bind each party to the terms of this Agreement, and that an electronic reproduction of such Authorization shall be given the same legal effect as a written document signed by you.

- 17 Termination.** We reserve the right to suspend the Services or terminate this Agreement and/or any Services Addendum effective immediately without prior notice if (i) you violate any term or condition of this Agreement, any Services Addendum; (ii) you fail to provide financial information reasonably requested by us; (iii) you fail to maintain a sufficient available balance in your Account to cover overdrafts; (iv) the confidentiality of your security codes or procedures are compromised; (v) we have reason to believe that an unauthorized transaction or other fraudulent or illegal activity has taken or may take place involving any of your Accounts or any of the Services; (vi) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (vii) any assignment for the benefit of creditors, levy, garnishment, attachment or similar proceeding is instituted against any property of you held by or deposited with us; (viii) we are uncertain as to any person's authority to give bank instructions regarding your Accounts or the Services; (ix) any of the Accounts are closed; or (x) we determine that it is impractical or illegal to provide any of the Services because of changes in Applicable Law or the Rules. Any termination shall not affect any of our rights and your obligations with respect to Services provided prior to such termination, including without limitation your indemnity and confidentiality obligations, or the payment obligations of you with respect to Services performed by us prior to termination, or any other obligations that survive termination of this Agreement.
- 18 Restricted Transactions** You agree that you will not initiate funds transfers that arise out of or concern any unlawful or fraudulent activities, including without limitation, unlawful internet gambling, online tobacco retailing, and any other transactions as bank may notify you of from time to time.
- 19 No Extension of Credit.** Nothing in this Agreement nor any course of dealing between you and us constitutes a commitment or obligation of bank to lend money to you or obligates us to extend any credit to you, to make a loan to you, or otherwise to advance funds to you to pay for any Payment Order contrary to our published availability schedules.
- 20 Consumer Transactions.** You and we agree that if a Payment Order is a portion of a funds transfer in which other portions are subject to the EFTA, all actions and disputes between you and bank concerning such Payment Order shall be determined pursuant to UCC Article 4A, as varied by this Agreement, and not the EFTA.
- 21 Jury Trial Waiver.** IN THE EVENT NEITHER YOU OR WE ELECT TO RESOLVE ANY DISPUTE THROUGH ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ADDENDA.

## **22 General Provisions.**

- 22.1 Entire Agreement.** This Agreement, the Addenda, and any other Related Agreements, or other documentation incorporated by reference, constitute the entire agreement between bank and you regarding the Services and supersedes any prior agreement regarding the Services. No course of dealing between bank and you will constitute a modification of this Agreement or any Services Addendum, or constitute an agreement between bank and you regardless of whatever practices and procedures bank and you may use unless agreed to in writing signed by both parties.
- 22.2 Amendments.** From time to time we may amend, update, or replace in their entirety, any of the terms and conditions contained in this Agreement or any Services Addendum, including

without limitation, any cut-off time, any Business Day, and any of the schedules or supplements attached hereto upon reasonable written or electronic notice to you or by any other method permitted by Applicable Law. Your continued use of the Services after the expiration of the thirty-day period following such notification will indicate your agreement to be bound by the terms of any such amendment. We will make copies of the current versions of this Agreement, and any Addenda for the Services available upon request. Notwithstanding the foregoing, where an amendment or modification to this Agreement or any Related Agreement is required by or under Applicable Law, or by a regulatory authority with jurisdiction over bank, or is, in our good faith opinion, necessary to preserve or enhance the security of a Service, we may modify this Agreement or the applicable Related Agreement by giving you notice of the amendment or modification by any means permitted by Applicable Law, and the amendment or modification will be effective immediately upon bank's giving such notice.

- 22.3 **Governing Law.** This Agreement and all Addenda hereto shall be construed in accordance with and governed by Applicable Law, as well as the laws of the state of Indiana, excluding its conflict of laws rules.
- 22.4 **Claims.** You will notify us immediately of any claim, action or proceeding you receive against you or us made by a third party, that any act or omission by us with respect to any Service has caused such third party to sustain any damage. You will cooperate with us in any loss recovery effort and will assist in the defense or prosecution of any claim, action or proceeding.
- 22.5 **Waiver.** Any waiver of any provision of this Agreement must be in writing to be effective. Our waiver of any right shall not be deemed a waiver of other rights or of the same right at another time.
- 22.6 **Independent Contractor.** You acknowledge and agree that the relationship between bank and all vendors or third party service providers selected by us is that of independent contractor and they are not the agents, partners, joint venturers, or anything similar, of each other or you. Unless otherwise explicitly agreed to in writing, none of bank, vendor, or any third party service provider are responsible or liable for the acts or omissions of the others.
- 22.7 **Notices.** Unless otherwise provided for in an applicable Services Addendum, all notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be made in writing, if to bank, addressed to the address designated below, and if to you, delivered or mailed to your current primary Account address as reflected in our records, or other known address if deemed more appropriate by us under the circumstances. Notices may be delivered to some customers in electronic format, including posting to our website, if requested and authorized, or appropriate. All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth Business Day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third Business Day after the day on which deposited in the mail.

- 22.8 **Assignment.** You may not assign this Agreement or any of the rights or duties hereunder, to any person without the other party's prior written consent. We may assign, in whole or in part, and/or delegate any rights under this Agreement at any time.
- 22.9 **No Third Party Beneficiaries - Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is made for the exclusive benefit of bank and you and no other person shall have any right against bank or you hereunder. No third party has any rights under this Agreement.
- 22.10 **Severability.** In the event that any provision of this Agreement or any Related Documents shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Should any judicial body interpreting this Agreement or Related Documents deem any provision to be unreasonably broad in time, territory, scope or otherwise, the parties intend for the judicial body, to the greatest extent possible, to reduce the breadth of the provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.
- 22.11 **Miscellaneous.** Use of "including" shall mean "including, but not limited to." Use of the singular form shall include the plural and vice versa, as the context requires. Headings used in this Agreement or any Related Agreements are for convenience only, and shall not be deemed a part thereof.

## **B. DIGITAL BANKING SERVICES**

The Digital Banking Services provide you with the capability to access information, transmit and receive communications, and initiate transactions, and access Bill Payment Services, involving your Accounts with bank and/or third parties through the online digital banking services portal on the Lake City Bank website. The Services consist of the functions ("**Functions**") made available by us from time to time and as selected by you. You agree to utilize the Security Procedures when making use of the Services.

- 1 Availability; New Functions.** The availability of some of the Functions is subject to credit approval, may be limited by bank, and may be subject to agreement by you to the terms of any additional Addenda specific to such Functions. We may, from time to time, introduce new Functions to be included as part of the Digital Banking Services, and will make any such new Functions available to you subject to your agreement to be bound by any terms and conditions regarding the new Functions, as may be set forth in any amendment to this Agreement, or any Addenda submitted by us to you in connection therewith.
- 2 Limitations and Other Rules Applicable to Digital Banking Services.** The following limitations and other rules apply to the use of the Digital Banking Services:
  - (a) Funds transfers or payments ordered through use of the Digital Banking Services may be refused if there are restrictions on your right to withdraw funds from the Account from which

the transfer or payment is to be made (for example, if two or more signatures are required on Checks or withdrawals written on the Account).

- (b) We may, at our sole discretion, require that any funds transfer or payment ordered through use of the Digital Banking Services consist of funds that are collected and available for withdrawal from the Account from which the transfer or payment is to be made.
- (c) When any order to us to make a funds transfer or payment given through use of the Digital Banking Services exceeds the available balance in your Account, we can either (i) make the transfer or payment, in which case you will be liable for the excess, or (ii) refuse to make the transfer or payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal when funds are not available.
- (d) For reasons of security, we can, at any time and without prior notice, refuse to honor any order to make a funds transfer or payment given through use of the Digital Banking Services if the funds transfer reasonably appears to be fraudulent or erroneous. For example, we can do so if, for reasons of security, we believe that it is advisable to limit the dollar amount or frequency of funds transfers or payments ordered through use of the Digital Banking Services.
- (e) If an order to make a funds transfer or payment through use of the Digital Banking Services contains an inconsistency between the name and Account number or other identifying numbers of an Account, Payee, financial institution or other party, we may treat the number you provide as controlling and rely on it in processing the order.
- (f) Any funds transfers from any of your internal loan Accounts ordered through the Digital Banking Services will be subject to credit being available in the applicable loan Account when the order for a funds transfer is to be charged against the Account.
- (g) When an order for a funds transfer from any of your internal loan Accounts given through Digital Banking Services is to be charged against the Account, if the amount of the transfer exceeds the amount of credit available under the Account, we can either (i) make the transfer, in which case the amount of the transfer will be considered to be credit extended under the Account, or (ii) refuse to make the transfer. In either case, you will be liable for any applicable fees.
- (h) Any transfer that will be processed through the ACH system may take up to three (3) Business Days to complete. Funds may not be available for you in the Account specified for deposit until the third Business Day after the scheduled transfer date. If the scheduled transfer is on a recurring basis, the transfer will continue until either the specified end date or for the specified number of occurrences. If at the time of the specified transfer, the available balance in your Account is insufficient to pay the amount of the transfer, the scheduled transfer may not be completed and fees for insufficient funds or overdraft may be applied. Except as described in Section B.1.6.4, no order to make a funds transfer given through Digital Banking Services can be cancelled after it is given to us.

- 3 eStatements.** If you have selected the eStatements option, we will send you email notice of the availability of regular periodic statements in lieu of a paper statement. By use of the Digital Banking Services, you can receive its statement in electronic format for all Accounts enrolled in the Digital Banking Services. We may also provide you with initial and periodic Account disclosure information



with respect to the Accounts in electronic format. If at any time you wish to change your eStatement option, change your email address, or receive a paper copy of your Account statement, you must provide us with notice through the Digital Banking Services. Additionally, in the event that you are unable to access your statements or to otherwise view any of your Account information by use of the Services, you agree to immediately notify us.

- 4 Timing of Funds Transfers.** Any valid same-day or one-time transfer between Accounts initiated before 7:00 PM Eastern Time on a Business Day is processed on a Real-Time Basis and will be posted to the Account the same day. “**Real-Time Basis**” means that a transfer made prior to 7:00 PM Eastern Time on a Business Day, will be reflected in the Account records at or near the actual time the transfer is made. If you make an internal transfer between your Accounts at Lake City Bank after 11 pm ET, it will post the next Business Day. If you transfer money to or from another financial institution, the money may not be available in the receiving account for up to three (3) Business Days. If you’re transferring money from Lake City Bank to another financial institution, the money will leave your Lake City Bank account the day the transfer processes. All future-dated or recurring transfers scheduled for a Business Day will be posted on that date; all future-dated or recurring transfers scheduled for a Saturday, Sunday or banking holiday will be posted on the next Business Day. After a transfer request has been processed electronically, the transfer request cannot be deleted. Bank, in its sole discretion, may (but shall not be obligated to) honor any Item or funds transfer order initiated through use of the Services that results in an overdraft of the Account.
- 5 Stop Payment Orders.** You may issue a request for a Stop Payment Order on any Check you issue on an Account (but excluding cashier’s Checks, official Checks, or other cash equivalent Items). Stop Payment Orders submitted by use of the Digital Banking Services will be processed on a real time basis on the Business Day they are received. Notwithstanding the foregoing, we must receive the Stop Payment Order by a time which will give us a reasonable opportunity to act on it prior to its deadline for payment of the Item. STOP PAYMENT ORDERS WILL NOT BE EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER REQUEST WAS PLACED, WE HAVE ALREADY PAID THE ITEM, PROCESSED THE FUNDS TRANSFER, OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. WE SHALL NOT BE LIABLE FOR OUR FAILURE TO ACT UPON A STOP PAYMENT ORDER PLACED IF THE CHECK NUMBER, ACCOUNT NUMBER, DATE OR DOLLAR AMOUNT PLACED ON THE STOP PAYMENT ORDER FOR THE YOU ARE NOT CORRECT. A STOP PAYMENT ORDER PLACED BY YOU BY MEANS OF YOUR COMPUTER TERMINAL SHALL BE CONSIDERED TO BE THE EQUIVALENT OF A WRITTEN STOP PAYMENT ORDER FOR THE PURPOSES OF SECTION 4-403 OF THE UNIFORM COMMERCIAL CODE AS ENACTED IN INDIANA AND SHALL BE EFFECTIVE FOR ONLY SIX MONTHS UNLESS RENEWED.
- 6 Bill Payment Services.** The following additional provisions apply to the use of the Bill Payment Services.

  - 6.1 Use of Bill Payment Services.** In order to use the Bill Payment Services you must be enrolled in the Digital Banking Services. Bill Payment Services allows you to make one-time or recurring Check or electronic payments (“**Bill Payments**”) from an eligible Account to individuals, other companies, or merchants you designate as a payee (“**Payee**”) to pay bills. You authorize us to utilize third parties to provide the Bill Payment Services to you on our behalf. If the designated Account does not have a sufficient available balance to complete a Bill Payment, that Bill Payment may be refused. We reserve the right to refuse to make any Bill Payment, but will notify you of any such refusal within two (2) Business Days following receipt of your payment instruction. You may use Bill Payment Services to make Bill Payments up to a maximum of

\$10,000.00 per payment and maximum daily limit of \$10,000.00. We reserve the right to change the maximum Bill Payment and daily limits. By furnishing us with the names and addresses of a Payee, you authorize us to follow the instruction to each Payee submitted via Bill Payment Services. You will instruct us when to send the Bill Payment by selecting a "Send on Date." The date the Bill Payment is sent by us is called the "Process Date." When we receive a Bill Payment instruction, we will start the transfer of funds to the Payee on your behalf and debit the applicable Account on the Send on Date. All payments made through Bill Payment Services will be processed pursuant to regulations concerning preauthorized payments contained in the EFTA (as applicable) and the Rules. You agree not to use Bill Payment Services to initiate any form of Bill Payment that may result in an International ACH Transaction ("IAT"), acknowledge that such Bill Payments are specifically prohibited under this Agreement. All other Bill Payments made through Bill Payment Services will be processed in compliance with Regulation CC (12 CFR § 229), and Applicable Law.

- 6.2 **Fees.** The use of Bill Payment Services is subject to the Administrative Charges Disclosure. You agree to pay any fees for the Bill Payment Services as provided in the Administrative Charges Disclosure, as amended from time to time.
- 6.3 **Scheduling Payments.** Bill Payments should only be scheduled to be paid on a Business Day. If you attempt to schedule a Bill Payment to be paid on a non-Business Day, the scheduled Bill Payment will be deemed to be the first Business Day following the date of your attempt. A Bill Payment may be canceled or modified any time prior to 8:00 a.m., E.T., on the Business Day that the payment is scheduled to occur by contacting our Bill Payment Services department at 888-522-2265 or online through Digital Banking Services.

There will be a delay between the Process Date and the date the Payee receives the Bill Payment. All Bill Payments require sufficient time for the Payee to receive the Bill Payment and credit your account with them accordingly. To avoid incurring a finance or other charge with a Payee, you should schedule all Bill Payments sufficiently in advance of the payment's actual due date. YOU SHOULD ENTER OR SCHEDULE THE BILL PAYMENT TO PROCESS AT LEAST THREE (3) FULL BUSINESS DAYS FOR AN ELECTRONIC PAYMENT OR FIVE (5) BUSINESS DAYS FOR A PAYMENT BY CHECK PRIOR TO THE DATE THE PAYMENT IS ACTUALLY DUE TO MAXIMIZE THE LIKELIHOOD OF TIMELY RECEIPT. However, we make no guarantee or promise that any Bill Payment will be received and processed by any Payee before the date on which payment is due.

- 6.4 **Cancelling or Editing Bill Payments.** You may cancel or edit any Bill Payment, including recurring Bill Payments, by following the directions within Bill Payment Services. There is no additional charge for canceling or editing a Bill Payment. However, all cancellations or edits must be submitted by you and received by us prior to the cut-off time on the Process Date. Any cancellation or edit received after such cut-off time may be ineffective and the Bill Payment may be made. The daily cutoff time is 8 pm EST. We reserve the right to change the cutoff time, and we will notify you if it changes. We can, at any time and without prior notice, refuse to honor any Bill Payment if it appears to duplicate another Bill Payment.
- 6.5 **Remittance Information.** You may transmit to the Payee additional detail related to the Bill Payment by following the directions within Bill Payment Services. However, this feature is only available for Bill Payments sent by Check. The additional detail may include information such as invoice numbers, credit memo detail and dollar amounts, and is added to the Check.

- 6.6 **Prohibited Bill Payments.** You agree to not make, or attempt to make, any Bill Payment (1) that will be sent outside of the United States, either electronically or by Check; or (2) to pay tax payments, payments made pursuant to court orders, fines, payments for gambling debts, or payments otherwise prohibited by federal, state, or local law. Any Bill Payment under (1) and/or (2) will be considered a “**Prohibited Bill Payment.**” We reserve the right to refuse to make any Bill Payment, but will notify you of any such refusal within two (2) Business Days following receipt of your payment instruction.
- 6.7 **No Duty to Monitor Bill Payments; Indemnification; Disputes.** You agree that we have no obligation to you to monitor Bill Payments, including for Prohibited Bill Payments. If you make any (1) Bill Payment to any Payee, or any purported Payee, for a disputed amount, amount that you do not owe, or for any bill that is not yours, (2) duplicative Bill Payment; or (3) Prohibited Bill Payment, you assume the entire risk of loss. In no event will we have any liability for any loss, damages, or claims resulting from any such Bill Payment. Any dispute, objection, misapplication, mis-posting, misdirected Bill Payment, request to return funds, or anything similar with regard to a Bill Payment, Prohibited Bill Payment, and/or with a Payee shall be solely your responsibility, be between you and Payee, and you must resolve directly with Payee.
- 6.8 **Risk of Loss of Data.** You acknowledge that Bill Payment Services, by their nature of being provided through an online portal, may on occasion encounter system failure or interruption. In the event of a system failure or interruption your data may be lost or destroyed. Any Bill Payment that you initiated, was in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than Bill Payment Services to ensure the accuracy and completeness of such Bill Payments. You assume the risk of loss of data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction so affected.
- 6.9 **Failed Payments.**
- (a) A Bill Payment may not be accepted by us or may fail if any of the following occur:
  - (b) The Bill Payment was made against an insufficient available balance;
  - (c) Erroneous or incomplete information is provided by you, which prevents accurate and timely payment;
  - (d) A Payee cannot or will not accept a payment sent by bank;
  - (e) We suspect the Bill Payment of being fraudulent; or
  - (f) We suspect that the Payee is a blocked entity under Office of Foreign Assets Control (“**OFAC**”) sanctions.
- 6.10 We will notify you of any Bill Payment that is not accepted or fails because of any of the reasons described in Section 6.9. If the Bill Payment does not occur due to any of the reasons identified in Section 6.9, we may request additional information. If you do not provide the information needed to resolve the unaccepted or failed Bill Payment within five (5) Business Days, the Bill Payment will be cancelled and funds will be reccredited to your Account.

- (a) If a scheduled Bill Payment is not accepted or fails because the Account from which the Bill Payment was scheduled has an insufficient available balance or Bill Payment Services could not retrieve the funds necessary to make the Bill Payment for any reason, then you acknowledge and agree that:
- (i) Bill Payment Services may be deactivated for all Accounts;
  - (ii) Notice of such a failed Bill Payment also constitutes notice of the deactivation of Bill Payment Services for all Accounts and cancellation of any Bill Payments scheduled to be made after the failed Bill Payment; and
  - (iii) You may not receive any further notice with regard to deactivation of Bill Payment Services or that Bill Payments will not be made or initiated.
- (b) Any action under this Section will remain in effect until bank, in its sole discretion, determines whether Bill Payment Services will be restored. Until Bill Payment Services are restored, if at all, it is your sole responsibility to arrange for another means of payment for any cancelled Bill Payments and all bills. bank may, but has no obligation to, attempt to re-submit a failed Bill Payment up to three (3) times after the Bill Payment fails as provided in this section.

You agree that we are not responsible or liable for not accepting or processing any failed Bill Payment for any of the reasons described above, including during any time that Bill Payment Services are deactivated, whether or not there are sufficient funds in your Account during such deactivation period.

- 6.11 **Delayed or Returned Payments.** To the extent known by us, you will be notified if a delay occurs in the processing of a Bill Payment. You may be instructed to call us, or we may call you if more information is needed. You understand that Payees and/or the United States Postal Service may return Bill Payments to us for various reasons including Payee's forwarding address has expired; you did not provide Payee a valid account number; Payee is unable to locate your account; and/or your account is paid in full. We may research and correct a returned Bill Payment and resend it to the Payee, or void the Bill Payment and credit your Account.
- 6.12 **Processing Single Non-Recurring Bill Payments.** We process single non-recurring Bill Payments on the Business Day that you designate as the Bill Payment's Process Date, provided the Bill Payment is submitted prior to the daily cutoff time on that date. We process single non-recurring Bill Payments submitted after the cutoff time on the following Business Day. If you designate a non-Business Day as the Bill Payment's Process Date, we will process on the first Business Day following your designated Process Date. An order to us to make a single non-recurring Bill Payment through Bill Payment Services cannot be given more than 364 days before the date the single non-recurring Bill Payment is to become due.
- 6.13 **Recurring Payments.** Upon processing a recurring Bill Payment, we automatically reschedule it for its next occurrence. Based on your selected frequency settings for the Bill Payment, we will calculate the Process Date for the next occurrence of your Bill Payment. If the calculated Process Date is a non-Business Day, we adjust the Process Date for the new occurrence of the Bill Payment to the first Business Day after the calculated Process Date. If your frequency settings for the recurring Bill Payment specify the 29th, 30th or 31st of the month as the

processing date and that date does not occur in that month, then we use the last calendar day of the month as the calculated Process Date. An order to us to make a recurring Bill Payment through Bill Payment Services cannot be given more than 364 days before the date the recurring Bill Payment is to become due.

For single and recurring Bill Payments, allow at least seven Business Days prior to the due date for each Bill Payment to reach the Payee (for west coast subscribers, allow eight Business Days). You can change or cancel a Bill Payment provided the change is made prior to the cutoff time on the Business Day prior to the Business Day you initiates the Bill Payment.

You agree to have a sufficient available balance in the Account you designate to pay all Bill Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have a sufficient available balance in your Account to pay a Bill Payment and bank has not exercised its right to reverse or reject the Bill Payment, you agree to pay for such payment obligations on demand. You further agree that we may charge any of your Accounts with us to cover such payment obligations. Bill Payments are processed either by Check or Electronic Fund Transfers. Please see the Electronic Banking Network Disclosure you received when you opened your Account, which discloses important information concerning your rights and obligations.

6.14 **Rush Bill Payments.** A Bill Payment on an expedited basis ("**Rush Bill Payment**") is available for a limited number of Payees. Availability of Rush Bill Payment options will be based on Payee capabilities, time of day, and payment delivery mechanisms. The cut-off time for Rush Bill Payment may vary based on the location of the Payee. You shall not submit Rush Bill Payments for an overnight Check addressed to an individual, PO Box, or location outside of the contiguous 48 states and District of Columbia, or any other reason as communicated by us. You are responsible for entering and validating any information, including addresses for overnight Checks. Rush Bill Payments in the form of electronic payments will utilize ACH. All Rush Bill Payments will be immediately debited from your Account, including any applicable fees, upon submission of the Rush Bill Payment. You will not have the ability to edit or cancel any Rush Bill Payment after submission.

6.15 **Bank Errors; Limitation of Liability.** If we do not properly complete a Bill Payment on time or in the correct amount, we will pay any reasonable and directly resulting late fees or finance charges, and provided that at the time of submission of the applicable Bill Payment:

- (a) Your account with the Payee was in good standing;
- (b) Your applicable Account contained a sufficient available balance to pay the Bill Payment;
- (c) You submitted correct and sufficient information to complete the Bill Payment; and
- (d) We are not responsible for any failure to pay as a result of delays not within our control.

This shall be your sole remedy with respect to its use of the Bill Payment Services. We will not be liable for any charges or fees imposed or any other action taken by any Payee or any other party resulting from a payment that you did not pay or schedule properly, including finance charges and late fees. In addition, we are not liable if any third party through whom any Bill Payment is to be made fails to properly transmit, delays, misapplies, loses, or steals the payment

to the Payee. You are liable for all transactions you make or authorize another person to make using Bill Payment Services accessed through Digital Banking Services. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment. We are not responsible for a Bill Payment that is not made if you did not follow the instructions for making a Bill Payment properly. We are not liable for any failure to make a Bill Payment if you fail to notify us promptly after learning that you have not received credit from a Payee for a Bill Payment. We are not responsible for your acts or omissions or for those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, consequential, incidental, or punitive, or any other losses, damages or expenses incurred in connection with the Digital Banking Services, or the Bill Payment Services, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act, or delay in acting, if it is caused in whole or in part by circumstances beyond our reasonable control. Notify the One Call Center at (888) 522-2265; [lcbdirect@lakecitybank.com](mailto:lcbdirect@lakecitybank.com) in the event of the failure by us to make a Bill Payment, if a Bill Payment is not received by a vendor or a stop payment needs to be placed on a Bill Payment.

- 6.16 **Compliance with Law.** While we have no obligation to monitor your Bill Payments, we may monitor your use of Bill Payment Services, and any Bill Payments, for our own benefit, for compliance with this Agreement, and compliance with federal and state laws, including laws and regulations governing currency transactions and money laundering. We may refuse or cancel any Bill Payment, including any recurring Bill Payment, if we, in our sole discretion, believes such Bill Payment was a Prohibited Bill Payment or may violate Applicable Law.

- 7 **Mobile Deposit Services.** The following additional provisions apply to the use of the Mobile Deposit Services. The Mobile Deposit Service allows you to use our Mobile App to make deposits to your Accounts from home, office, or other remote locations (individually a “**Mobile Deposit**”; collectively “**Mobile Deposits**”) by taking photos of the front and back of original Checks and transmitting the digital images (“**Images**”) and associated deposit information to us or our processor with your Mobile Device.

- 7.1 **Fees.** The use of Mobile Deposit Services is subject to the Administrative Charges Disclosure. You agree to pay any applicable fees for transactions performed using the Mobile Deposit Services as provided in the Administrative Charges Disclosure, as amended from time to time.
- 7.2 **Limits.** We may establish daily and 7-day limits on the dollar amount and/or number of Check Images or Mobile Deposits. The daily and 30-day limits are over calendar days and calculated based on your total Mobile Deposit activity across all Accounts that you use with the Mobile Deposit Service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject the Mobile Deposit and you may deposit the Checks in a manner consistent with other methods for making deposits provided by us (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. We will disclose your dollar deposit limit when you make a Mobile Deposit, unless otherwise agreed between you and us. We reserve the right to change your dollar deposit limits at any time. Any such change shall be effective immediately and may be implemented prior to any receipt of notice thereof.
- 7.3 **Funds Availability.** After acceptance of the Mobile Deposit, we shall process the Mobile Deposit along with other transactions received that Business Day by us. For the purpose of

determining availability of funds, we may hold funds for the period of time permitted by our funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of a deposit unless a hold is placed. If a hold is placed, you will be notified. Funds deposited after 7:00 PM eastern time ("ET") on any Business Day and after noon ET on Christmas Eve, when Christmas Eve falls on a Business Day, or funds deposited on a non-business day (Saturday or Sunday) or Federal Holiday will not be available for withdrawal until the second Business Day following deposit.

- 7.4 **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 (the person or entity from whose Account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signatures, 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 Check as it is made payable to and include "FOR MOBILE DEPOSIT ONLY AT LAKE CITY BANK." You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.
- 7.5 **Original Checks.** After you have received confirmation that a Mobile Deposit has been approved for deposit, you should mark the Check as having been deposited. You agree to store the original Check securely for a period of 30 calendar days from the date of the Image transmission (such period the "**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify us, and holds us harmless from and against, any and all claims, demands, actions, causes of action, losses, and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to us upon request.
- 7.6 **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to bank, or otherwise comply with the terms hereof or of the procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by us until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Account Terms and Conditions and not by the terms of this Agreement.

- 7.7 **Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either possess the original Check or have destroyed it in accordance with the original Check provisions in this Agreement, the original Check will not be returned, and we may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by us, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.
- 7.8 **Your Warranties.** You make the following warranties and representations with respect to each Image submitted for Mobile Deposit:
- (a) **Checks Deposited.** Each Image transmitted by you to us is in accord with and complies with this Agreement, any applicable Related Agreements, and the Rules.
  - (b) **Image Quality.** Each Image transmitted by you to us contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement.
  - (c) **Accuracy of Information.** All data and other information submitted by you to us, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement.
  - (d) **No Duplicates.** Each Image submitted to us complies with your agreement not to: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to us, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to bank, a collecting or returning bank, drawer, drawee, Payee, or endorser, will be asked to pay the original Check from which the Image was created or a duplication (whether paper or electronic, including ACH Entries) of such Check.
  - (e) **No Loss.** No subsequent transferees of the Check or Checks, including but not limited to bank, a collecting or returning bank, drawer, drawee, Payee, or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check.
  - (f) **Information.** All information provided by you to us is true, complete, and accurate in all respects.
  - (g) **Transactions.** Each Image submitted to us and related transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- 7.9 **Indemnity.** You will indemnify us for, and hold us harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations in connection with any Mobile Deposit subject to this Agreement, any Related Agreement, or any other agreement between you and us. The terms of this paragraph shall survive the termination of this Agreement.



7.10 **Termination.** We may terminate use of the Mobile Deposit Service by any individual at any time. We may terminate it without notice if we reasonably believe it will prevent a loss to us, or if you have violated your agreements with us. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

**8 P2P Payments - Zelle®.** The following additional provisions apply to the use of the Zelle Transfer Services. Your use of the Zelle Transfer Service (“**Transfer Service**”) is governed by this section of the Agreement. In particular, the provisions of this Section state the terms and conditions under which you can use Digital Banking Services to transfer funds from your eligible Account to another person using the Zelle Network® (“**Zelle**”). In the event of a conflict between the terms of this paragraph and the remainder of this Section 8 regarding the Transfer Service, this paragraph shall control to the extent necessary to resolve such conflict. You acknowledge that email and/or text messages will be the primary means of communication for the Transfer Service. You are responsible for maintaining a current email address and/or mobile phone number, and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

8.1 **Description of Transfer Service.** a. The Zelle Network® (“Zelle”) is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Financial Institutions. b.” Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. c. THE TRANSFER SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE TRANSFER SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

8.2 **Eligibility and User Profile.** The Transfer Service is eligible for use within our Digital Banking Services. When you register to use the Transfer Service, you agree to the terms and conditions governing the Transfer Service. You represent that you have the authority to authorize debits and credits to the Account registered for use with the Transfer Service. You agree that you will not use the Transfer Service to send money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Transfer Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Transfer Service or share credentials with a third party to use the Transfer Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Transfer Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk. The Transfer Service is intended for personal, not business or commercial use. You agree that you will not use the Transfer Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Transfer Service with your business Account or to receive business or commercial payments. We

further reserve the right to suspend or terminate your use of the Transfer Service if we believe that you are using the Transfer Service for business or commercial purposes, or for any unlawful purpose.

**Content Standards.** You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Transfer Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature. Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Transfer Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service. The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your **"Zelle tag."** You will be limited to one Zelle tag per bank account, and each Zelle tag must have one U.S. mobile phone number or email address associated with it. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

- 8.3 **Consent to Share Personal Information (Including Account Information).** You acknowledge and agree that bank may share information about you, including but not limited to information about your Account, with Zelle and other Network Financial

Institution for the purposes permitted in the Zelle Network Participation Rules in accordance with its customary processes and procedures.

- 8.4 **Privacy and Information Security.** We make security and the protection of your information a top priority. You can access our Privacy Policy at: [www.lakecitybank.com/privacy-policy/](http://www.lakecitybank.com/privacy-policy/). Our Privacy and Information Security Notice is incorporated into and made part of this Agreement by reference.
- 8.5 **Wireless Operator Data.** We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Transfer Service. By using the Transfer Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, billing type, Device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship.
- 8.6 **Enrolling for the Transfer Service.** You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (no “burner” numbers). You may not enroll in the Transfer Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your Account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the provisions of Section 8.13 below titled “Requesting Money.” If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.
- 8.7 **Consent to Emails and Automated Text Messages.** By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from

you, and from other Network Financial Institutions or their agents regarding the Transfer Service or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- (a) You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service (SMS). Please check your mobile service agreement for details or applicable fees.
- (b) You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle tag is (1) surrendered by you, or (2) changed by you.
- (c) In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- (d) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- (e) To cancel text messaging from us, send STOP to 79680. For help or information regarding text messaging, send HELP to 79680 or contact our customer service by email at [lcbdirect@lakecitybank.com](mailto:lcbdirect@lakecitybank.com) or phone at (888) 522-2265. You expressly consent to receipt of a text message to confirm your "STOP" request.

**8.8 Receiving Money; Money Transfers by Network Financial Institutions.** Once a User initiates a transfer of money to your email address or mobile phone number, or Zelle tag enrolled with the Transfer Service, you have no ability to stop the transfer. By using the Transfer Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions and other Zelle users, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, the Network Operator or the other Network Financial Institutions that could delay or prevent a transfer of money to you.

**8.9 Sending Money; Debits by Network Financial Institutions.** You may send money to another User at your initiation or in response to that User's request for money. You understand that

use of the Transfer Service by you shall at all times be subject to (i) this Agreement, and (ii) your express Authorization at the time of the transaction for us to initiate a debit entry to your bank Account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Transfer Service. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Transfer Service to send money only to people you know and trust. In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions and other Zelle Users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (email, push notification). Neither we or Zelle have control over the actions of other Users, other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

- 8.10 **Liability.** Neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Transfer Service. THE TRANSFER SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU MAY TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.
- 8.11 **Send Limits.** We reserve the right to limit the frequency and dollar amount of transactions from any of your Accounts for security reasons. We will not be liable to you for any Zelle transaction that cannot be completed in accordance with your instructions due to limitations imposed by other financial institutions.
- 8.12 **Requesting Money.** You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if a User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we or Zelle may decide, in either of our sole discretion, that we will not send a reminder or repeat request to that

User. By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

- 8.13 **Fees.** Your use of the Transfer Service is subject to any fees described in our Administrative Charges Disclosure.
- 8.14 **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE AND BANK MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE TRANSFER SERVICE. ZELLE AND BANK EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE TRANSFER SERVICE DESCRIBED OR PROVIDED. ZELLE AND BANK DO NOT WARRANT THAT THE TRANSFER SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE TRANSFER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- 8.15 **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE OR BANK, THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, OR AGENTS, OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE TRANSFER SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE TRANSFER SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE TRANSFER SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE OR BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE TRANSFER SERVICE. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE OR BANK, THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AND AGENTS, OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS

LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

8.16 **Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using the Transfer Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle and Bank, their respective owners, directors, officers, and agents, and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

8.17 **Miscellaneous.** Subject to the terms of this Agreement, the Transfer Services are generally available twenty-four (24) hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding bank holidays. Zelle and Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license. You acknowledge and agree that for any claims or disputes you assert against Zelle or Early Warning Services, LLC, Zelle and Early Warning Services, LLC are each third-party beneficiaries of the provision in your Account Terms and Conditions with respect to Arbitration and Class Action Waiver.

9 **P2P Payments - Apple Pay, Google Pay, and other P2P Services.** The following additional provisions apply to the use of those peer to peer payment services besides the Zelle Transfer Service. All other third party funds transfer services, including but not limited to Apple Pay, Google Pay, Venmo, and PayPal are subject to the terms of this Agreement, and to the terms of any agreement with the third party funds transfer service. You acknowledge and agree that the use of third party funds transfer services results in the immediate transfer of funds to a third party, and that bank cannot be responsible for funds transferred in error. You acknowledge and agree that you are personally responsible for your conduct while using any third party funds transfer services, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless bank, its respective owners, directors, officers, and agents, from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use any third party funds transfer service, or any violation by you of the terms of this Agreement.

10 **External Account Service.** The following additional provisions apply to the use of the External Account Services. The External Account Service allows you to transfer funds between your Accounts at Lake City Bank and a deposit account at another financial institution. An inbound transfer moves funds into an Account at Lake City Bank. An outbound transfer moves funds from an Account at Lake City Bank to an account outside of bank. You will need to enroll each of your non-Lake City Bank Accounts that you wish to use for the External Account Service. You agree that you will only attempt to enroll Accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this External Account Service will be verified in accordance with our policies and procedures. The verification process must be completed by you prior to using the External Account Service. You will have seven days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

- 10.1 **Future Dated or Recurring Transfers.** Future dated or recurring transfers scheduled on a non-Business Day are deemed to be scheduled on the following Business Day. Future dated or recurring transfers may be canceled by 8:30 p.m. ET the day prior to the scheduled transfer date. Funds requested to be transferred will be debited from your Account on the same Business Day the transfer is scheduled. Funds requested to be transferred will be credited to the non-Lake City account according to that financial institution's transaction processing schedule.
- 10.2 **Fees and Transfer Limits.** Your use of the External Account Service is subject to any applicable fees in our Administrative Charges Disclosure. You are permitted to conduct up to ninety-nine (99) inbound transfers per Business Day not to exceed a total of \$10,000 and \$25,000 per month, and up to ninety-nine (99) outbound transfers per Business Day not to exceed a total of \$10,000, and \$25,000 per month. These limits apply to the total of your transfers using the External Account Service for all of your Accounts. We reserve the right to increase or decrease these transfer limits at any time at our sole discretion.
- 11 **Card Swap.** The following additional provisions apply to the use of the Q2 CardSwap software ("**CardSwap Service**"). The CardSwap Service is provided by bank through the use of third-party software ("**CardSwap Software**") provided by a company called Q2 Software, Inc. ("Q2"). The CardSwap Service allows you to link your bank Account to certain third-party service providers ("**Payees**") by accessing your accounts on such Payees' websites and online services ("**Payee Sites**"). By accessing or using the CardSwap Service in any manner, you (A) acknowledge that you have read, understand, and agree to this Agreement, and (B) affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside). If you do not agree to the terms of this Agreement, do not use the CardSwap Service.
- 11.1 **Scope of and Restrictions on Use.** Subject to this Agreement, bank and Q2 grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the CardSwap Software by virtue of your use of the CardSwap Service for your personal, non-commercial use. Except as otherwise provided in this Agreement, the CardSwap Software may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose. You agree not to: (a) collect information from the CardSwap Software using an automated software tool or manually on a mass basis, (b) use automated means to access the CardSwap Software, or gain unauthorized access to the CardSwap Software or to any account or computer system connected to the CardSwap Service, (c) obtain, or attempt to obtain, access to areas of the CardSwap Service or our systems that are not intended for access by you, (d) "flood" the CardSwap Software with requests or otherwise overburden, disrupt, or harm the CardSwap Service or our systems, (e) restrict or inhibit other users from accessing or using the CardSwap Service, (f) modify or delete any copyright, trademark, or other proprietary rights notices that appear in the CardSwap Software; or (g) access or use the CardSwap Service for any unlawful purpose or otherwise beyond the scope of the rights granted herein.
- If you download the CardSwap Software, you further agree not to (u) copy the CardSwap Software, (v) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the CardSwap Software, (w) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the CardSwap Software or any part thereof, (x) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the CardSwap



Software or any features or functionality of the CardSwap Software to any third party for any reason, including by making the CardSwap Software available on a network where it is capable of being accessed by more than one device at any time, or (y) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the CardSwap Software.

11.2 **Ownership.** The CardSwap Services and the Content are licensed or owned by bank and Q2, and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed in the CardSwap Software are registered and unregistered marks of ours and our licensors. The CardSwap Software is licensed, not sold, to you. You acknowledge and agree that, as between you and Q2, Q2 shall remain the sole owner of the Services, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

11.3 **Account Registration and Security.** Access to and use of the CardSwap Service may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify us of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

#### 11.4 **Payment Service**

(a) **Payee Account Information.** In order to use the CardSwap Service, you will need to link your accounts on Payee websites to the Payment Service by providing us with the information necessary to access such accounts (such as account usernames and passwords) ("**Payee Account Information**"). You hereby authorize us to use and store your Payee Account Information and to access your accounts on Payee websites to provide the Payment Service to you and to configure the Payment Service so that it is compatible with the applicable Payee websites. You represent and warrant to us that you are the legal owner of any accounts on Payee websites that you access via the Payment Service and that you have the authority to allow us to access your accounts using your Payee Account Information on your behalf.

(b) **Limitations.** You acknowledge and agree that: (a) some Payees may not allow us to access your account on Payee Sites on your behalf; (b) Payees may make changes to Payee Sites and/or other services, with or without notice to us, that may affect overall performance of the CardSwap Service and prevent or delay swapping to such Payees; (c) certain Payees may not accept swapping from all types of funding sources (for example, not all Payee Sites may accept credit cards); and (d) we may, in our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the Service. A swap will occur with the debit card or credit card you link in the CardSwap Service. We are not responsible for loss of service if card on file is declined for any reason.

(c) **Swap Delays and Errors.** A swap will occur with the debit card or credit card that you link in CardSwap. We are not responsible for loss of service if card on file is declined for any

reason. You are solely liable for errors you make in using the CardSwap Service. Without limiting the foregoing, we will not be responsible or liable: (a) if a Funding Account you specify as a payment source is closed or does not contain sufficient funds to complete a transaction; (b) if a payment is rejected, returned, mishandled, closed account, or delayed by the Payee or us for any reason; or (c) due to (i) any unavailability of the Payment Service for any reason, (ii) fraud or attacks on the CardSwap Service, or (iii) circumstances beyond our control (for example, fire, flood, third party networks, or any failure by your computer, software, or Internet connection).

- (d) **Unauthorized Transactions.** You must notify us immediately if you suspect or believe that a transaction has occurred through the CardSwap Service that you did not authorize. In an effort to manage our risk, we and our service providers may, but are not required to, monitor your transactions and processing activity for high-risk practices or for fraudulent transactions.

11.5 **Electronic Communications.** The communications between you and us via the CardSwap Service uses electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

11.6 **Software Updates.** Q2 may, from time to time at their sole discretion, develop and provide CardSwap Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality of the CardSwap Services. You agree that neither Q2 or bank have an obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the CardSwap Services.

11.7 **Change and Suspension.**

- (a) **Changes to the Services.** We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the CardSwap Services or any portion thereof at any time. You agree that we will not be liable to you or to any third party for any such change, suspension, or discontinuance.
- (b) **Suspension/Termination of Access.** We have the right to deny access to, and to suspend or terminate your access to, the CardSwap Services or to any features or portions thereof, at any time and for any reason, including if you violate this Agreement, or if we believe there is suspicious or unusual activity related to your account. Neither termination nor suspension shall affect your liability or obligations under this Agreement. In the event that we suspend or terminate your access to the CardSwap Services, you will continue to be bound by the terms of this Agreement that were in effect as of the date of your suspension or termination.

In the event we terminate your account, any transactions to Payees that we have processed before the termination date may be completed, however you should verify that such transactions have been completed directly with your intended Payee. We are not responsible for any payments not completed by us as a result of termination.

11.8 **Disclaimer; Limitation of Liability.**

- (a) **Disclaimer of Warranties.** THE CARDSWAP SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE CARDSWAP SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY PERSON ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE CARDSWAP SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE CARDSWAP SERVICES, CONTENT, OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE CARDSWAP SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- (b) **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE CARDSWAP SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, WE ARE FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- (c) **Exclusions.** Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section may not apply to you. In such states, our liability is limited to the maximum extent permitted by law.

11.9 **Indemnification.** You agree to indemnify, defend, and hold us and our officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) your use of the CardSwap Services; (b) any violation of this Agreement or applicable law; and/or (c) any claims by another owner of a Funding Account you use in connection with the Payment Service or any joint account holder of an account on a Payee Site. We reserve the right, at Our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with Us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Service.

11.10 **Third Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "**Third Party**

**Materials**"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

**11.11 Third Party Platforms.** We may provide the CardSwap Services to you through the Payees websites and/or other third-party websites, operating systems, platforms, and portals (collectively, "**Third-Party Platforms**"). Additional terms and conditions will apply to you with respect to your use of Third-Party Platforms, which are not under our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.

**11.12 U.S. Export Controls.** The CardSwap Software may be subject to United States export laws, including the including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the CardSwap Software to, or make the CardSwap Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the CardSwap Software available outside the United States.

**11.13 Miscellaneous.**

(a) **Geographic Restrictions.** We make no claims that the CardSwap Services are accessible or appropriate outside of the United States. Access to and use of the CardSwap Services may not be legal by certain persons or in certain countries. If you access the CardSwap Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

(b) **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CARDSWAP SERVICE OR CONTENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **12 Other Services Available through Digital Banking Services.**

**12.1** You are able to conduct various additional miscellaneous activities via the Digital Banking Services in connection with your Accounts at bank, including internal account transfers to another Lake City Bank Account, updates to your contact information, access your "Health Savings Account," and other actions. All actions taken in connection with any services accessed through the Digital Banking Services are subject to this Agreement, and the applicable Related Agreements to that particular Service.

