Lake City Bank’s People Pay service allows you to:

- Initiate a Payment Instruction from an Eligible Transaction Account to an account at another U.S. financial institution
- Receive a payment from another person into an Eligible Transaction Account in U.S. dollars

Although the ACH Network is often used to execute Payment Instructions, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions.

**Amendments and Consent**

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

**Communications**

For customer service inquiries, contact our One Call Center at (888) 522-2265.

If you have registered for this Service and wish to withdraw your consent, you must cancel any pending transfer requests and contact our One Call Center at (888) 522-2265.

You agree to promptly update your records if your email address or other information changes. You may update your records by using the Customer Service page in Online Banking.

By providing us with a phone number and/or email address, you consent to receiving calls and/or text messages from us at that number, and/or emails from us for our everyday business purposes (including identity verification).

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message with the Service, emailing it to an email address that you have provided us, or mailing it to any postal address that you have provided us.

**Unlawful or Prohibited Use**

You warrant to us that you will not use the Service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party’s use of the Service.

All transfers are subject to the rules and regulations governing the relevant accounts, whether held at Lake City Bank or elsewhere. You agree not to effect any transfer from or to an account that is not allowed, under the rules and regulations applicable to such accounts.

**Acceptable Use**

You agree that you are independently responsible for complying with all the applicable laws in all your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

**Authorization**

By providing us with names and phone numbers, email addresses and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Account and remit funds on your behalf. You also authorize us to credit your Eligible Account for the receipt of payments, including but not limited to those payments returned to us from the Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the Payment Instruction could not be completed. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between accounts names and account numbers.

**Rejection of Transfers**

We will use reasonable efforts to complete all of your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following:

1. If, through no fault of ours, the Eligible Account does not contain sufficient funds to complete the Payment Instructions.
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instructions.

3. The payment is refused by the Receiving Financial Institution.

4. You have not provided us with correct information, including but not limited to the correct Payment Instructions or Eligible Account information, or the correct email or phone number of the Receiver to whom you are initiating a Payment Instruction.

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the Payment Instructions.

It is the responsibility of the Sender and Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to Payment Instructions and name, address, phone number and/or email address for the Receiver to whom they are attempting to send the Payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

**Initiation of Payment Instructions**

You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately or a one-time Payment Instruction at a later date. Payment Instructions initiated to Receivers are processed in three ways.

1. You can provide all the required information about the Receiver necessary to complete a transfer of funds, (including his/her Eligible Account number);

2. You can provide contact information about the Receiver (including an email address and/or mobile phone number) and the Service may contact the Receiver and request that the Receiver provide information so that we may validate the identity of the Receiver at the Site and then provide Eligible Account information in order to complete the Payment Instructions.

3. If the Receiver maintains an Eligible Account with an institution that participates in or offers People Pay service, the Receiver may access the Service at his or her financial institution’s website or mobile application to complete the Payment Instructions and receive payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Account using the Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver’s Eligible Account no earlier than the next Business Day after you initiated the Payment Instruction.

The payment of funds where the Receiver provides Eligible Account information through the Site, the deposit of the payment funds into the Receiver’s Eligible Account may be delayed if the Receiver has not provided the Service with certain required information such as his or her Eligible Account information. You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided all the required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a transaction shall not begin until such time as the Receiver provides us with all the required information necessary to process the related Payment Instructions in accordance with this Agreement.

**Transfer Limitations**

You may not make transfers in excess of the limits defined in this agreement. We reserve the right to change these limits from time to time. We also reserve the right to suspend or restrict access to use the Lake City Bank People Pay Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of suspension you may request reinstatement of the service by contacting our One Call Center at (888) 522-2265. We reserve the right to grant or deny reinstatement of the Service.

<table>
<thead>
<tr>
<th></th>
<th>Transaction Limit</th>
<th>Daily Limit</th>
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</thead>
<tbody>
<tr>
<td>PayPal</td>
<td>$750.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>Account to Account</td>
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</tr>
<tr>
<td>Recipient Chooses</td>
<td>$250.00</td>
<td>$500.00</td>
</tr>
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**Your Liability for Unauthorized Transfers**

Immediately following the discovery of an unauthorized Payment Instruction, contact us by calling (877) 718-9198 x 46336, or by writing: Lake City Bank, Client Protection Services, P.O. Box 1387, Warsaw, IN 46581-1387, or by email at lcdbdirect@lakecitybank.com. If you tell us within two (2) business days after you discover the unauthorized transfers, your liability is no more than $50.00 should someone access your account without permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your account if you would have told us, you could be liable for as much as $500.00. If your monthly
statement contains Payment Instructions that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped the payments from taking place. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

**Mobile Phone Users**

Your phone service provider is not the provider of this Service. Users of the Service will receive text messages related to your Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your phone service provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device to avoid confidential information you store on your phone being compromised.

**Taxes**

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

**Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been requested by you, in order to submit Payment Instructions on your behalf. You understand that financial institutions receiving the Payment Instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instructions, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplications, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Lake City Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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* Business Day means every day the bank is open to transact business except Saturday, Sunday, or Federal holidays.