



DIGITAL BANKING AGREEMENT

This **Digital Banking Agreement** (this “Agreement”) contains the terms and conditions that apply to your use of the online and mobile banking services provided by VirtualBank, a division of First Horizon Bank that allows you to perform a number of banking functions through the use of a personal computer or a mobile device. **Please read this Agreement carefully and keep a copy of it for your records.**

Each time you use any Service described in this Agreement, you are confirming your acceptance of the terms of this Agreement, including, but not limited to, the terms of that Service, that are in effect at that time. Any terms or conditions proposed by you that are in addition to, or which conflict with, this Agreement are expressly rejected by us and shall be of no force or effect. If, at any time, you do not wish to accept the terms of this Agreement, you may not access, link to, or use any Service.

I. GENERAL TERMS AND CONDITIONS

1. Scope of Agreement. This Agreement sets forth your and our rights and responsibilities with respect to the Services and supplements, but does not replace, any other agreement you may have entered into with respect to any deposit account or other bank product, including, but not limited to the Account Agreement, fee schedules, disclosures or any other terms and conditions that are presented to you related to a particular Service or Account. For example, your use of the Services does not affect the terms and conditions governing any deposit account. If any terms or provisions of this Agreement conflict with those of another agreement between you and us, or such other agreement contains terms or provisions not addressed herein, such other agreement shall control and take precedence, unless specifically stated otherwise provided in this Agreement.

2. Definitions. In this Agreement, the following terms have the following meanings:

- “Account” means any deposit, checking, or other account maintained by you with us, which may be used or affected in connection with your use of the any Service.
- “Account Agreement” means any and all agreements, disclosures or other documents between us and you which govern each Account and which were provided to you when you opened such Account, each as may be amended.
- “Business Day” means any day Monday through Friday but excludes weekends and bank holidays.
- “Content” means all information and features, including as analysis, reports, orders, statements, announcements, notifications, communication tools, reference tools, and other content, provided by us in connection with the Services.
- “Mobile Device” includes a cell or mobile phone, tablet computer, or personal electronic device satisfying hardware and software requirements as specified by us from time to time.
- “Security Credentials” means, without limitation, any security code, password, personal identification number, user identification technology, token, certificate, or other means, or method of authentication, identification or verification used in connection with a Security Procedure applicable to any Service.
- “Security Procedure” means any process or procedure established between you and us for the purpose of verifying that communications, orders, instructions, or inquiries regarding a Service are yours, and/or for the purpose of authenticating you in connection with your use of the Services, and/or for the purpose of authorizing transactions and other activity through the use of the Services.
- “Service(s)” refers to collectively any or all of the Online Banking Services and Mobile Banking Services described in this Agreement or added in the future that can be accessed through www.VirtualBank.com, our Mobile Device application or other electronic means.
- “We,” “us” and “our” means VirtualBank, a division of First Horizon Bank and any agent, service provider, designee, or assignee that VirtualBank uses in the provision of the Services;
- “You,” “your” and “user” means the individual who accesses, subscribes or uses the Services related to an eligible account owned by such person, and includes any person or entity to which you have provided or disclosed your Security Credentials for these Services;

Other terms may be defined elsewhere within this Agreement.

3. Access to the Services. In order to use the Services, you must have access to a computer, which includes a Mobile Device, and the Internet. You are responsible for obtaining, installing, maintaining and operating all computer and Mobile Device hardware, network and software necessary to access and use the Services. We do not guarantee the compatibility of the Services

with all computer systems, devices, internet browsers, hardware and/or software, and you are responsible for assuring that your computer meets the applicable standards for use of the Services as established by us.

You are responsible for obtaining an encrypted browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. You are additionally responsible for (i) obtaining Internet services via the Internet service provider of your choice, (ii) obtaining cellular or mobile services via the cellular or mobile service provider of your choice; and (iii) any and all fees imposed by such Internet service provider and/or cellular or mobile service provider. We are not responsible for any Internet or cellular/mobile access services.

We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems, software or hardware that you use to initiate or process transactions through the Services, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately.

4. Security Procedures.

4.1 Security Credentials. We require you to use Security Credentials to gain access to the Services, and you will not be allowed to access the Services without correctly entering your Security Credentials. We may provide you a security code for your initial use of the Services or for any reset of your settings and you will be required to select or create personalized Security Credentials thereafter. From time to time, we may require you to select or create different Security Credentials and may change the types of security techniques used to access for all or any of the Services.

You agree and acknowledge that use of the Security Credentials and any other Security Procedures are used to authenticate your identity and verify the instructions you provide to us, and are not used to detect errors in the instructions, transmission or content of communications. You bear sole responsibility for detecting and preventing any such errors. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures herein, that such instruction is incorrect or that the Security Procedures or your Security Credentials have been stolen, compromised, or otherwise become known to persons other than you and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for us to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your Account, and you agree and intend that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as your written signature to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures, whether you actually authorized the transaction or not, to the fullest extent allowed by law.

4.2 Protecting Your Security Credentials. You are responsible for maintaining the security of your computer and Mobile Device and the confidentiality of your Account information and Security Credentials, and you agree to prevent unauthorized use of the Services. You agree not to give your Security Credentials or make it available to another person who is not authorized to access your Account. If you allow any person access to your Security Credentials or to use the Services, you will have authorized that person to use the Service and you agree that you will be bound by any transactions or acts initiated under the Service. You should change your Security Credentials password frequently and avoid using the same password for this Service as for other online services. If you believe that any of your Security Credentials have been lost or stolen or compromised or that any transaction involving any of your Accounts may have been made without your authorization, you should contact us immediately. As a reminder, no one representing us will ask for your Password. You should never give your Password to anyone who asks for it in an email or by phone or anyone else who you do not want to have access to your Account.

4.3 Commercially Reasonable Procedures. You further represent that you have carefully considered the circumstances of your use of the Services and the transactions that you will effect through the Services, and you acknowledge and agree that the Security Procedures, including without limitation any Security Credentials used in connection therewith, constitute commercially reasonable security procedures under applicable law for such transactions. We reserve the right to modify, amend, supplement, or cancel any Security Procedures, at any time and from time to time in our discretion. We will try to give you reasonable notice of any change in Security Procedures, but we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your use of any changed Security Procedures shall constitute your agreement to the change and your agreement that the Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

4.4 Breach of Security Process. In the event of the breach of any applicable Security Procedures, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used. You further agree to provide to us with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by

you, your agents, law enforcement agencies, or any other third party. Any failure on your part to assist us shall be deemed an admission by you that the breach of the Security Procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedures from you and not from a source controlled by us.

5. General Agreement and Use of the Services. This Agreement is effective between you and us. You are liable for all transactions initiated through the Services using your Security Credentials and Security Procedures, even if you did not participate in the transaction. Notwithstanding any contrary provisions in your Account Agreement, if you use the Services to access a joint Account that requires more than one signature to authorize a check or complete another transaction, or your Account is subject to any additional restriction, we will not monitor or restrict the aspects of those Accounts in relation to your use of the Services. When such a joint or restricted Account is accessed through the Services, all authorized signers are jointly responsible for all transactions that occur in the Account, and whether the restrictions are violated or not. This provision shall supersede any contrary or conflicting provisions in your Account Agreement.

6. Eligibility for Services; Refusal of Services; and Prohibitions. We reserve the right to determine, from time to time, your eligibility for any: (i) Service, (ii) Account, or (iii) eligibility of any Account for use with a particular Service, all in our sole and absolute discretion. You acknowledge and agree that upon any determination of ineligibility, we may discontinue your access to any Service and or close any Account without further notice to you. We further reserve the right, in our sole and absolute discretion, to delay and/or refuse to process any item, transaction or instruction with respect to any Service that: (i) does not comply with the terms of and conditions of this Agreement or any other agreement with us; (ii) is not complete, correct and current; (iii) is greater in frequency, amount or number than is permitted for the relevant Account or Service, (iv) is for an amount that is less than the minimum amount permitted for the relevant Account or Service; (v) relates to an Account that has been closed or exceeds the amount of available funds in the relevant Account (or would reduce the balance of the available funds in the relevant Account below any required minimum balance); (vi) we believe in good faith is not genuine, conflicts with another instruction or relates to funds or an Account over which there is a dispute or restriction on withdrawal; (vii) we suspect results from a breach in the Security Procedures or relates to an Account or Service that we suspect is being used for, or is the target of, fraudulent or illegal activity; or (viii) might cause us to violate applicable law or otherwise expose us to liability.

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You further agree to be bound by operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses (including, the Automated Clearing House network) in which we participate and/or which process Service transactions. You agree not to use or attempt to use any Service: (i) to overdraw any Account; (ii) to exceed any credit limit on any credit Account; (iii) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation; (iv) to breach any contract or agreement by which you are bound; (v) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; or (vi) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that we have no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement. In the event we exercise any right reserved or afforded to us under this Section, you agree that we will have no liability to you under any circumstance, whether under contract, tort, or other legal theory.

7. Restrictions on Use. You agree not to: (i) cause, permit, or facilitate access to or use of the Services or Content by automated electronic processes, including, without limitation, “robots,” “spiders,” “scrapers,” “webcrawlers,” or other computer programs that monitor, copy, reproduce or download data or other content found on, or accessed through, the Services; (ii) upload, post, email, transmit, or otherwise make available to or through the Services any topic, name, material, or information that is unlawful, harmful, threatening, abusive, harassing, tortious, profane, defamatory, or otherwise objectionable; (iii) interfere with, disrupt, unreasonably drain the resources of (through virus infections, denial of service attacks, any form of excessive use, or any other drain), translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for, or adapt in any way, the Services, or servers or networks supporting the Services or Content, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services or Content; (iv) transmit, broadcast, publicly disclose, rent, lease, resell or otherwise make available to third parties any of the Content or confidential information of ours; or (v) upload to the Service any information or content that breaches the rights of any third-party or infringes the intellectual property rights of any third-party.

8. Service Fees. We may establish fees, or modify fee amounts, applicable to use of the Services. New or revised fees for a Service will be communicated prior to the effective date of such new or revised fee, as required by applicable law. Your continued use of the applicable Service after the effective date constitutes your consent with such new or revised fee. If you do not agree to such new or revised fee, you must cancel and cease your use of the Service prior to the effective date. Current fees applicable to the Services will be set forth in our Account Agreement Fee Schedule. You shall be responsible for any and all fees imposed by any internet service provider or telecommunications carrier to receive internet, cellular or other data services. We may also charge you research fees for inquiries about past transactions.

9. Ownership of Content. All logos, designs, trademarks, and service marks, and other product and Service names are trademarks of us or our licensors (the “Marks”), and you agree not to display or use the Marks in any manner without our permission. You acknowledge and agree that we and our service providers, as applicable, own or hold a license to the Services, the Content and any software or other technology incorporated therein, and that the Services and Content are protected under applicable intellectual property and other laws. You also acknowledge and agree that materials and works contained in the Services and the Content are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Services. You may use the Services only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the Services, software or Content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose any Service, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

10. Service Providers. We reserve the right to offer you any Service through one or more third party service providers that we have engaged to render some or all of a Service to you on our behalf. However, notwithstanding the use of a third party service provider, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent of any liability in connection with the Service. You agree that we have the right to delegate any or all of the rights and obligations under this Agreement to third party service providers, and any rights or responsibilities so delegated may be exercised or enforced by either us or our service providers.

11. Information Provided Through Services. Any Account transaction or activity information that is provided to you through any Service will include a date and/or time as of when such information is current. The balance or recent activity provided to you through the Services may differ from your records because it may not include transactions in process, outstanding checks or other withdrawals, payments, charges or transactions. You agree to regularly review your Account statements and your transaction history and to notify us immediately of any errors or suspected unauthorized transactions or activity. You agree not to rely or act upon any data or information obtained through the Services that you know, or have reason to know, is erroneous, incomplete, or not current.

II. UNAUTHORIZED TRANSACTIONS

Certain types of consumer transactions that are initiated through electronic means are subject to the Electronic Fund Transfer Act and the implementing the Bureau of Consumer Financial Protection Regulation E (“EFT Act”). These include certain transactions that can be made using the Services. Your rights, protection, and liabilities are outlined in the following disclosure in accordance with the EFT Act. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your accounts with us.

1. Types of Available Transfers. The types of electronic fund transfers that you may make depend upon the specific Services which you enroll in as well as the specific types of electronic fund transfers you have authorized. The fund transfer and payment Services generally enable you to transfer funds to and from your Account, to pay bills directly from your Account in the amounts and on the days you request, and to make other payments and remittances of funds from your Account. These transactions are described in detail in this Agreement.

2. Your Documentation of Transfers. All fund transfers completed through the Services will appear on your periodic statement for your applicable Account. You will receive a statement of your Account each month in which an electronic fund transfer is made to or from your Account. Otherwise, you will receive a statement at least quarterly. Your periodic statement will show the details of any electronic fund transfer you made.

3. Unauthorized Transactions. An unauthorized transfer means a transfer from your Account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that you indirectly authorized, such as a transfer that is initiated by a person who was furnished by you with the means to access your account, unless you have given us previous notice that such person is no longer authorized and we have had a reasonable opportunity to act upon your notice.

You must **immediately** inform us if you believe any of your Security Credentials have been lost or stolen. You must also tell us if someone has transferred or may transfer funds from an Account without your permission or if you suspect any fraudulent activity on your Account. Telephoning us is the best way to minimize your possible losses. To notify us about any lost Security Credential or about unauthorized transfers from your Account, call us at **(877) 998-2265**; or write to us at VirtualBank, P.O. Box 109638, Palm Beach Gardens, Florida 33410.

In the event of stolen access to your Account(s), you could lose all the money in your Accounts (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss or theft of your Security Credential, you can

lose no more than \$50.00 if someone used your Security Credential without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Security Credential, and we can prove we could have stopped someone from using your Security Credential without your permission if you had notified us, you could lose as much as \$500.00.

You should check your Account statement monthly. If it shows any unauthorized transfers notify us immediately. If you do not notify us within sixty (60) days the statement was mailed to you showing an unauthorized transfer, you may not get back any funds lost after the sixty (60) day period if we can prove we could have stopped someone from taking the money had you informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from informing us, we may, at our sole and absolute discretion, extend the time period(s).

4. Error Resolution. Telephone us at (877) 998-2265, or write to us at VirtualBank, P.O. Box 109638, Palm Beach Gardens, Florida 33410, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on an Account statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST Account statement on which the problem or error appeared. Unless you notify us within such sixty (60) day window, you are prohibited from bringing a claim against us for such suspected error. When you write to us, please include the following:

- Your name and Account number;
- Description of the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you tell us in person or by phone, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will inform you of the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the funds at issue during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we are not required to 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 think is in error.

We will tell you the results within three (3) Business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

5. Disclosure of Information to Third Parties. We may disclose information to third parties about your account and the transfers you make as described in our Privacy Policy provided separately. You may also obtain a copy of our Privacy Policy at any time by visiting any of our branches or by visiting our website. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, transactions or actions under the Service, or
- In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us written permission.

6. Stopping Preauthorized Payments. The Services may allow you to stop or cancel payments and transfers that you have scheduled or initiated by following applicable Service instructions if you wish to stop or cancel a transaction. Otherwise, if you use any Service to make recurring or other preauthorized electronic fund transfers from your Account, you can stop any other payments as follows:

Call us or write us at the telephone number or address as provided in Section VI of this Agreement in time for us to receive your request three (3) Business Days or more before the payment is schedule to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments (3) Business Days or more before the payment is schedule to be made, and we do not do so, we will be liable for your losses or damages. Please refer to the Account Agreement Fee Schedule for the amount we may charge you for each stop-payment order you give.

III. ONLINE BANKING SERVICE TERMS AND CONDITIONS

1. General Online Banking Terms.

1.1 **Description of Online Banking Services.** The Online Banking Service enables you to view Account balances and transaction histories, pay bills, transfer funds between Accounts, transfer funds to and from an Account and an external

account held at another financial institution, and other Account related tasks (collectively, "Online Banking Services"). We may offer additional or different Online Banking services in the future, all of which will be governed by the Agreement.

1.2 Access. To use the Online Banking Services, you must have at least one Account and can be accessed at through our website at www.VirtualBank.com or through our Mobile Device application. Online Banking Services are generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance. We are not liable for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required we may modify, suspend or terminate access to Online Banking Services at any time and for any reason without prior notice, in order to protect the system or your Account. We will give you notice in other situations if required by law.

2. Online Account Services.

2.1 Account Information. You may use the Online Banking Service to view the account balance and recent activity in your designated Account(s). This account information may not reflect transactions that have not yet been completed or settled, and is not the official record for any Account. Because the balance of some Accounts is subject to change at any time, the Account information may become quickly outdated. We do not guarantee either the: (i) the availability or accuracy of any Account information, or (ii) your ability to download all Account information.

2.2 Online Check Images. You may view images of the checks for your Account(s) that are checking, money market or savings accounts.

2.3 Secure Messages with the Bank. Through the Online Banking Service, you may send and receive secure electronic messages to and from us. Secure Message is accessible after you log into the Online Banking Services. You cannot use secure message to initiate transactions or make any other payment requests. From time to time, the Bank may send unsecured electronic mail to your email address to notify you that certain information is available. The Bank will never ask you to send personal information, such as account numbers and passwords, to us in an unsecured email. If you wish to send personal information to us, you should send a secure message using this service. You should never send personal information in an unsecured email. We may not immediately receive secured messages that you send, therefore, do not rely only on secure messaging if you need to communicate with us immediately. If you need to contact us immediately, please contact Client Services as provided herein. We will not take actions based on email requests.

2.4 Alerts. Certain Services may have the capability to send you informational alerts. Such Services may from time to time provide automatic alerts and voluntary alerts. Voluntary alerts may be turned on and deactivated by you. In our sole discretion, we may add new alert types and/or discontinue alert types at any time and from time to time without notice to you. You may designate an email address or a mobile phone number that accepts text messages (data and text message fees imposed by your mobile service provider may apply to text alerts). If the email address or telephone number that you use for alerts changes, you are responsible for informing us of that change. Some alerts may include information about your Account. Because the balance of Accounts is subject to change at any time, the information provided in any alert may become quickly outdated. You should be aware that anyone with access to your email or your mobile phone number will be able to view the content of these alerts. You understand and agree that any alerts provided to you may be delayed or prevented by your internet or telecommunications provider for a variety of factors. We do not guarantee either the delivery or the accuracy of the content of any alert. You agree that we will not be liable for (i) any delays, failure to deliver, or misdirected delivery of any alert, (ii) any errors in the content of an alert, or (iii) any actions taken or not taken by you or any third party in reliance on an alert. All alerts are provided as a courtesy to you and for informational purposes only.

2.5 Stop Payment Requests. You may use this stop payment application to request a stop any payment on a check drawn on any of your Accounts. You should submit any stop payment request as soon as possible. If the payment or transaction that you wish to stop was scheduled through an online Service, please refer to specific Service terms in this Agreement for additional information. The charge for each stop payment request submitted will be the fee provided in the fee schedule associated with the Account Agreement. This fee will be charged regardless of whether we are able to stop the payment. In addition to the terms provided in this Agreement, stop payment requests are governed by the applicable terms and conditions in the Account Agreement.

2.6 Internal Transfers between Online Accounts. You may use the Online Banking Service to make one-time or recurring transfers of funds between your Accounts held by us. You agree to follow the applicable Service instructions we provide in order to schedule and initiate fund transfers. Transfers to and from Accounts will be reflected immediately in the available balance for each Account, but may not be reflected immediately in the posted balance for those accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of funds transfers. Instructions to transfer funds received by 6:00 p.m. ET on a business day will be credited/debited to your designated Accounts on that business day, assuming that you have sufficient available funds. Transfers processed after that time may be credit/debited on the next business day. It is your responsibility to schedule each funds transfer far enough in advance to ensure that we have sufficient time to receive and process your transfer request by the time you require the movement of the funds and the posting of the transaction. Requests for immediate internal transfers of funds cannot be canceled. Future dated transfers may

be cancelled or changed through the Service at any time prior to the transmit date. Your ability to transfer funds from certain accounts may be restricted or limited by either federal law or the terms of the Account Agreement. In addition, we reserve the right to limit the frequency and dollar amount of transactions from your Account(s). If you request a transfer that exceeds the funds available in the Account from which a transfer is being made, we will not be required to honor the request; however, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the Account, that Account will be subject to our current fee for processing items drawn against non-sufficient funds.

2.7 **Third Party Account Aggregation.** You may use the "Connect an institution" feature of the Service to retrieve account information maintained at third party financial institutions with which you have customer relationships, maintain accounts or engage in financial transactions ("Third Party Account Information"). We do not review, verify or analyze the Third Party Account Information for accuracy or any other purpose, but simply gather, organize and report available Third Party Account Information to you through the Service. Not all types of third party accounts are accessible through the Service, and we reserve the right to qualify and disqualify any types of third party accounts that may be eligible for the Service in our discretion.

a. **Your Responsibility for Information.** In order for the Service to retrieve your Third Party Account Information, you must provide accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information for the accounts held at third party institutions ("Registration Information"). You acknowledge that you are voluntarily supplying Registration Information to us and our service provider. You hereby represent to us that you are a legal owner of each third party account and you have the right to and are entitled to submit Registration Information to us for use for this purpose, without any obligation by us or our service provider to obtain additional authorization or to pay any fees. We are not obligated to take any further steps to confirm or authenticate your Registration Information and may act upon them without further confirmation. You acknowledge and agree that the financial institutions receiving requests through the Service for the release of Third Party Account Information may rely and act upon such requests.

b. **Authorization to Access Third Party Account Information.** By submitting Registration Information, you expressly authorize us and our service provider to access your Third Party Account Information on your behalf as your agent. We will submit Registration Information for each third party account, and you hereby authorize and permit us to use and store Registration Information to access Third Party Account Information and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You are solely responsible for the compliance with all terms and conditions governing or related to such third party accounts, and you acknowledge and agree that we are in no way responsible or liable for your third party accounts or any products or services related to your third party accounts, or for any acts or omissions by the financial institutions that maintain such third party accounts. You acknowledge and agree that when we are accessing and retrieving Third Party Account Information from the third-party sites, we and our service provider are acting on your behalf and not on behalf of the third party.

c. **Transmission Risks.** Third Party Account Information is timely only to the extent that it is promptly provided by the third-party sites. Third Party Account Information may be more complete or up to date when obtained directly from the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks. We assume no responsibility for technical difficulties which may result in a failure to obtain data, loss of data, loss of personalized settings or other service interruptions. If you become aware of any unauthorized use of your Registration Information, you should notify the applicable financial institution immediately.

3. Bill Payment Service.**Description of Service.** The Bill Payment Service allows you to schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on a non-Business Day will be processed on the prior Business Day.

3.1. **Use of Bill Payment Service.** You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While many payees can be paid through the Bill Payment Service, some payees do not accept electronic payments or other payments through the Bill Payment Service, and we reserve the right to refuse to pay certain payees. To the extent that we have prior notice, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. We shall not be liable for any damages resulting from a payee not accepting a payment through the Bill Payment Service. You can only make bill payments to payees with United States addresses.

3.2. **Bill Payment Transfer Methods;** Your Bill Payment Service payment will be made either by transferring funds electronically (as an Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your Account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date, unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of any overpayment to the payee on any future recurring payment.

3.3. Funding Account. When you instruct us to make a payment through the Bill Payment Service, you must designate an Account from which that payment is to be made. The funding Account must be an account that is accessible through the Services. If you do not have an active Account, you may not use Bill Payment Service.

3.4. Scheduling Payments. The earliest available “Send Date” and “Deliver Date” will be displayed in the “Pay A Bill” screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) Business Days if the payment is to be made by issuing and mailing a paper check to the payee. You are responsible for originating a payment using the Bill Payment Service so that your bills are paid on time. We are not responsible for delays in the U.S. mail or for processing delays by the payee. We are not liable for any late fees, claims or damages imposed by the payee.

3.5. Cancelling Payments. We will withdraw funds from your funding Account on the Send Date when transferring funds electronically (as an Automated Clearing House or “ACH” transaction). You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it. You may use our stop payment application to request a stop on any check payment issued through Bill Payment Service. Refer to Section 2.5 Stop Payment Requests.

3.6. Available Balance. You are responsible for ensuring there is a sufficient available balance in your funding Account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. We will not complete a Bill Payment transaction if there is not a sufficient available balance in your funding Account (including funds available through any overdraft line of credit or automatic transfer feature) on the Send Date. If there is not a sufficient available balance in your funding Account on the Send Date, no subsequent Bill Payments will be processed until there is a sufficient available balance in the funding account. Your Account may be assessed a fee under the terms of the Account Agreement applicable to the funding Account.

3.7. Expedited Bill Payment. For a separate fee, you may make a next day bill payment to certain payees by overnight check (“Expedited Bill Payment”). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cut-off time each day. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee’s cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States and no check can be sent to a post office box. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

3.8. eBills. eBills is a free service through which you can receive an electronic version of your bill (“eBill”) from a participating payee (“Biller”). Once you sign up for the eBills service, the Biller may stop sending you paper bills. You can also choose to have payments made automatically by enrolling in AutoPay through the eBills service. To sign up for the eBills service, you must first have an online account with the Biller. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the Biller. eBills can be viewed in the “Pay A Bill” area of the Bill Payment Service. You are solely responsible for maintaining current contact information, as well as usernames and passwords, with the Biller. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBills service for that Biller. The presentment of your first eBill may vary from Biller to Biller, depending on the billing cycle of each Biller. Each Biller may deny your request to receive eBills through the eBills Service at any time. We will make commercially reasonable efforts to present all your eBills promptly. In addition to notification within the eBills service, we may send an email notification to the email address listed for your account. It remains your responsibility to periodically review the Pay A Bill section of the service and check on the delivery of new eBills. It remains your responsibility to keep your accounts with each Biller current. To cancel eBills, you should cancel eBills through the Pay A Bill section in the Bill Payment Service and contact each Biller to instruct such Biller to resume sending you paper statements. Cancellation may take up to sixty (60) days, depending on the billing cycle of each Biller. Any discrepancies or disputes regarding the accuracy of your eBills must be addressed with the appropriate Biller directly. You agree to indemnify and hold us (and its affiliates and third-party providers) harmless for any losses or claims arising from or related to your use of the eBills service.

4. External Transfer Service.

4.1 Description. The External Transfer Service allows you to transfer funds between your Account held by us and your deposit accounts held at other financial institutions. An inbound transfer moves funds into your Account with us. An outbound transfer moves funds from your Account with us to an account held at a different financial institution. Business accounts are not eligible for the External Transfer Service.

4.2 Access. To utilize the External Transfer Service, you must enroll any deposit accounts that you wish to use for this Service, subject to our account verification procedures. You agree that you will only attempt to add accounts for which you have the authority to transfer funds. The verification process must be completed prior to using the External Transfer Service. By enrolling a non-VirtualBank account, you authorize the account- holding institution to disclose to us any information we request about you or the account, and recurring agree to cooperate in any additional verification request by us.

4.3 Processing of Transfers. You agree that your transfer instructions are authorization for us to complete the funds transfer. You authorize us to select any means to execute your funds transfer instructions, including but not limited to Automated Clearing House (ACH) transfers made through a transfer account owned by us. You will be bound by the rules and regulations that govern the applicable funds transfer systems, such as the Nacha Rules.

a. Outbound Transfers. If your outbound transfer request is submitted prior to 6:00 p.m. ET, funds will be debited from your Account on that day and delivered by the third business day thereafter. Outbound transfers made after 6:00 p.m. ET may be processed on the same day, if not the transfer will be processed the next business day. Funds will be debited from your Account when processed and delivered by the third business day thereafter. Funds credited to your Account held at another financial institution shall be available according to that financial institution's availability and transaction processing schedule.

b. Inbound Transfers. If your inbound transfer request is submitted prior to 6:00 p.m. ET, we will process the transfer on the date you scheduled the transfer and funds should be credited to your Account by the third business day. Inbound transfers made after 6:00 p.m. ET will be processed the next business day and funds should be credited by the third business day thereafter.

4.4 Future-dated and recurring Transfers. You may schedule both inbound and outbound transfers to occur on a future business day or on a repeating basis. The repeating transfer feature may be used when the same amount is transferred at regular intervals. With respect to future dated or recurring outbound transfers, your Account will be debited three business days prior to the scheduled date of the transfer. For inbound transfers, funds should be credited by the third business day after the scheduled date of transfer. Funds requested to be transferred will be debited/credited to the non-VirtualBank account according to that particular financial institution's availability and transaction processing schedule, which could take multiple days.

4.5 Cancellation of Transfers. Once submitted, requests for transfers of funds cannot be canceled. Future dated and recurring transfers can only be canceled by 6:00 p.m. ET three days prior to the scheduled transfer date.

4.6 Limits on Transfers. We reserve the right to impose limits on the amount(s) and/or the number of deposits (over a period of time set by us) that you transmit using the External Transfer Service and to modify such limits from time to time. We may reject any transfer attempted through the External Transfer Service in excess of the limits. In addition, your ability to transfer funds from certain accounts may be restricted or limited by either federal law or the terms of the applicable Account Agreement.

4.7 Cancellation and Suspension of Service. We may cancel or suspend your use of the External Transfer Service or disqualify any Account or non-VirtualBank account from eligibility to conduct non-VirtualBank account transfers without prior notice.

5. eStatement Service.

5.1 Description. The eStatement Service allows you to turn off paper statements and receive periodic statements and notices for your Account(s) by electronic delivery in lieu of paper copies received through the U.S. mail. Such electronic statements, disclosures and notices are collectively referred to herein as "eStatements." You acknowledge and confirm that your acceptance of the Electronic Communications, Transactions & Disclosures Consent in connection with your enrollment in the Services applies to the eStatement Service that you may receive through the Service. You may review the Electronic Communications and Disclosures Consent in the Service.

5.2 Authorization of eStatements. You may activate the eStatement Service by logging in to the Service and following the activation instructions under the "Documents" option to turn off paper statements. We reserve the right at any time to automatically activate the eStatement Service for eligible Accounts upon enrollment in the Services. In any event, you may at any time activate or de-activate the eStatement Service for any Account. Once enrolled, eStatements will replace your mailed paper statement(s) with an electronic document that you can view, save to your computer, or print at your convenience. Any legal disclosures or notices that normally accompany your mailed statement will also be delivered to you electronically. Although by enrolling in the eStatement Service you are opting out from receiving your paper statements or notices by U.S. mail, you have the option to receive a paper statement or notice at any time by request, subject to additional fees.

5.3 Viewing your eStatements. Your eStatements will be available to you within 24-72 hours after your scheduled statement/notice date. Your eStatements are available for viewing by logging onto Online Banking Service. You must also run the latest version of Adobe Acrobat Reader® to open and view your eStatements.

5.4 Review of Your eStatements. You must promptly access and review your eStatements upon receipt and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. You acknowledge that under the Account Agreement it is your responsibility to review your periodic Account statements and that you have certain time limits to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to us. You agree that the time limit to report these matters to us will commence on the day your eStatement is emailed by us, or if sooner, when your eStatement is

made available for your review via the Online Banking Service. If you do not receive your eStatement by the date you normally would expect to receive it, please notify us promptly.

5.5 Your Representations and Warranties. In using the eStatement Service, you represent and warrant: (i) that you are an Online Banking customer and that your computer meets all specified requirements; (ii) that you have access to the internet, and that you are able to send e-mail and receive e-mail with hyperlinks to websites; (iii) that you authorize the bank to replace your periodic paper statements with periodic eStatements; (iv) that you are consenting on behalf of all other co-owners and/or authorized signers to enroll the Account(s) you have selected in the eStatement Service, as applicable, and that you are authorized to consent on their behalf; and (v) for business entities, that you are the principal owner/owners of the business that is the owner of the Account that is being enrolled for the eStatement Service.

5.6 Past Statements. Once enrolled, account statements may be accessed electronically through online banking for approximately 18 months following its initial posting.

5.7 Interruptions. Because of the unpredictability of the Internet, we do not guarantee continuous or uninterrupted access to your periodic statements and other documents through the eStatement Service. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it and we will take other measures to provide copies of your statements to you.

5.8 Cancellation of Service. There is no fee for cancellation of the eStatement Service. When you cancel the Service, you will automatically begin receiving paper statements in the mail with your next account statement cycle. Fees may be imposed for the mailing of your paper statements in accordance with the Account Agreement fee schedule. If you close your Account(s) or cancel the Online Banking Service, you will no longer be able to view your account statements online. Before canceling the eStatement Service or closing your Account, print or electronically save copies of your eStatements for your records. Canceling the eStatement Service will have no effect on your consent to receive other notices, disclosures and communications regarding any other Online Banking Services electronically.

6. Pay a Person Service.

6.1. Description of Service. The Pay a Person Service (the "P2P Service") enables you to initiate a payment instruction from your Account to a person's deposit account at another U.S. financial institution (a "P2P Payment"). You authorize us to select any means to execute your P2P Payment instructions, including but not limited to Automated Clearing House (ACH) transfers made through a transfer account owned by us. You will be bound by the rules and regulations that govern the applicable funds transfer systems.

6.2. Compliance with Security Procedures. You are responsible for complying with all Security Procedures established with the P2P Payment Service. You hereby authorize us to honor, execute and charge to Account(s) any and all P2P Payments made by (i) you or any person authorized to so act on your behalf; or (ii) made in conformance with the applicable Security Procedures.

6.3. Payment Authorization and Remittance. By providing us with names and mobile phone numbers and/or email addresses of recipients to whom you wish to direct payments, you authorize us to (i) follow the P2P Payment Instructions that we receive through the P2P Service and (ii) debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.

We will use reasonable efforts to complete all your P2P Payments 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 circumstances: (i) if, through no fault of ours, the Account does not contain sufficient funds to complete the P2P Payment or the P2P Payment would exceed the credit limit of your overdraft account; (ii) the P2P Service is not working properly, and you know or have been advised by us about the malfunction before you execute the P2P Payment; (iii) the payment is refused or returned by the recipient or the recipient's financial institution, (iv) you have not provided us with the correct information, including but not limited to the correct name, mobile phone number or email address of the recipient; and/or (v) 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 P2P Payment.

It is your responsibility to ensure the accuracy of any information related to the P2P Payment (including but not limited to the name, mobile phone number and/or email address for the receiver to whom you are attempting to send the P2P 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 you.

6.4. Your Representations and Agreements; Indemnity. With respect to each and every P2P Payment instruction initiated, you represent and warrant to us and agree that: (i) you are authorized to initiate such request for a P2P Payment and

hereby authorize us to initiate each P2P Payment instruction requested; (ii) your P2P Payment is not a prohibited payment as set forth below. For any P2P Payment initiated, you further agree to be in compliance with all applicable laws and regulations, including the sanctions laws administered by OFAC. You agree to indemnify us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

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

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

In no event shall we or our service providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us of any violations of this section or the Agreement generally.

6.6. **Inconsistency of Name and Account Number.** You acknowledge and agree that, if a P2P Payment instruction describes the recipient inconsistently by name and/or account number, the P2P Payment may be applied by the recipient's financial institution on the basis of the account number supplied by the recipient, even if it identifies a person different from the named recipient, and that your obligation to pay the amount of the P2P Payment to us is not excused in such circumstances.

IV. MOBILE BANKING SERVICE TERMS AND CONDITIONS

1. General Mobile Banking Terms. This Section sets forth additional terms and conditions that apply if your access Services through a Mobile Device. Except where modified by this Section, all terms and conditions applicable to the Online Banking Services set forth above remain in effect and shall govern all Services accessed through the Mobile Device application or through a Mobile Device (collectively, the "Mobile Banking Services").

1.1 **Access.** To may access the Mobile Banking Services through an eligible Mobile Device and you must download the required VirtualBank Mobile Banking application (the "Mobile App") to your Mobile Device. You agree to provide a valid email address and phone number for the Mobile Banking Services. You also agree that Mobile Banking is only for the use of individuals authorized to access your Account. You agree not to give or make available your Security Credentials or other

means to access your Account to any unauthorized individuals. We may make fingerprint or other biometric identification available as Security Credentials for the Mobile Banking App. If you enable such biometric identification as a Security Credential, you acknowledge and agree that anyone whose fingerprint or other identify information is saved on your Mobile Device will be able to log into your Mobile App and access your Account(s). If anyone has their fingerprint or biometric information saved on your Mobile Device and you do not want that person to have access and use the Mobile App, then you should not enable fingerprint or biometric identification. We do not control, store nor have access to the fingerprint or biometric profiles saved on your Mobile Device.

1.2 Fees and Charges. Regardless of whether there is a separate service fee for Mobile Banking Services, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your Account(s) and fees associated with text messaging and/or data plans imposed by your mobile service provider. Standard text message charges may apply. Message frequency depends on user preferences.

1.3 Other Agreements. You agree that, while using the Mobile Banking Services, you will remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, etc.), and that this Agreement does not amend or supersede any of those agreements. Therefore, you agree to be solely responsible for all such fees, limitations and restrictions in the other agreements. You also agree that your mobile service provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your mobile service provider without involving us.

2. **Mobile Deposit Capture**

2.1 Description. The Mobile Deposit Capture Service allows you to make deposits to eligible Accounts from your Mobile Device by capturing images of checks made payable to you and transmitting the images and associated deposit information for deposit ("Mobile Deposit Capture").

2.2 Access. To use Mobile Deposit Capture, you must have a supported Mobile Device with a supported camera and a supported operating system, have a data plan for your Mobile Device, and download the required application to your Mobile Device. We do not guarantee that your particular Mobile Device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit Capture. We are not responsible for any Mobile Device or any other hardware or software used by you with respect to Mobile Deposit Capture. You agree and understand that Mobile Deposit Capture may not be accessible or may have limited utility over some wireless networks.

2.3 Eligibility. The following are requirements that must be met for initial approval to use Mobile Deposit Capture: (i) your Account must be open for a minimum of 30 days; (ii) no delinquent loans with us; (iii) no history of excessive or repeated returned items (as determined in our sole discretion); (iv) satisfactory deposit/checking account history results obtained from eFunds/Chex Systems or other reporting service. Any derogatory result(s) will be cause for denial of Mobile Deposit Capture. You hereby authorize us to review your history with eFunds/Chex Systems or such other reporting service as we may use from time to time; and (v) satisfaction of other requirements or conditions we may deem applicable from time to time.

2.4 Authorization. Following your successful enrollment in Mobile Deposit Capture, you are authorized to remotely deposit checks or items payable to you in your Account pursuant to the terms and conditions herein. You acknowledge and agree that any amount credited to your Account for deposits made through the Service are provisional credits only and you agree to indemnify, defend, and hold us harmless from and against any loss we suffer because of our acceptance of any remotely deposited item or check. The foregoing indemnification and hold harmless obligations are in addition to, and not in limitation of, the indemnification and hold harmless obligations set forth in the Agreement.

2.5 Limitations. When using Mobile Deposit Capture, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, Mobile Deposit Capture has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit Capture, in whole or in part, or your use of Mobile Deposit Capture, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access Mobile Deposit Capture. Except as expressly provided herein, deposits made through Mobile Deposit Capture are subject to all limitations and terms set forth in the relevant Account Agreement, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

2.6 Eligible Checks and Items. You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit Capture to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you, or to you and another party.

- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items that are postdated, defined as having an issue date after the date of deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items previously presented for payment to us or another financial institution.
- Checks or items marked, in any manner, as “non-negotiable.”
- Third party checks, defined as any item that is made payable to another party and subsequently endorsed to you by such party or any successor payee.
- Checks or items prohibited by our current procedures relating to Mobile Deposit Capture or which are otherwise not acceptable under the terms of your Account.

Nothing in this Agreement shall be construed as requiring us to accept any check or item for deposit, even if we have accepted that type of check or item previously. Nor shall we be required to identify or reject any checks or items that you may scan and deposit that fail to meet these requirements.

2.7 **Image Quality.** The image of a check or item transmitted to us using Mobile Deposit Capture must be legible and accurately provide all information on the front and back of the check or item. The following information must be provided on each item or check: (i) the information identifying the drawer and paying bank, including completed and accurate MICR information and maker’s signature; and (ii) other information placed on the check or item prior to the time an image of the check or item is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute (ANSI), or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check’s or item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

2.8 **Endorsements and Procedures.** Before transmission, you agree to restrictively endorse any check or item transmitted through Mobile Deposit Capture as "For mobile deposit only, VirtualBank account # _____" along with your signature or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit Capture as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through Mobile Deposit Capture.

2.9 **Receipt of Checks and Items.** We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Mobile Deposit Capture Service or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item. In general, if an imaged deposit is received and accepted before 7:00 p.m. CST (the "Cutoff Time") on a Business Day, the deposit is credited on that day. Deposits received and accepted after the Cutoff Time may be credited on the next Business Day. In the event of any dishonor or non-payment, we reserve the right to chargeback your Account and charge you any applicable fees. You agree that we are not liable for any loss, costs or fees you may incur as a result of our chargeback of an ineligible item.

2.10 **Availability of Funds.** You agree that check images transmitted using Mobile Deposit Capture are not subject to the funds availability requirements of Regulation CC. Except as otherwise provided and subject to the requirements of applicable law, funds from any check transmitted through the Mobile Deposit Capture will be available after final payment, and any credit of funds to your Account before that time is provisional. Funds deposited using Mobile Deposit Capture will generally be made available within three (3) to five (5) Business Days from the date of deposit. We may make fund available sooner based factors as we, in our sole discretion, deem relevant.

In some cases, we may not make funds deposited using Mobile Deposit Capture available to you in accordance with this general policy. Should this occur, a communication will be sent to you, informing you as to when your funds will be available. In the event we receive an item through Mobile Deposit Capture where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

2.11 Disposal of Transmitted Checks and Items. After a check or item has posted to your Account, you agree to prominently mark the check or item as "ELECTRONICALLY PRESENTED" or "VOID." You agree never to re-present to us or any other party a check or item that has been deposited through Mobile Deposit Capture unless we notify you that the check or item will be accepted for deposit through Mobile Deposit Capture. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for our audit purposes. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit Capture and have cleared to ensure that such checks and items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks and items.

2.12 Deposit Limits. We may establish limits on the amount and/or number of deposits (over a period of time set by us) that you transmit using Mobile Deposit Capture and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, the deposit will be systematically rejected based upon your pre-approved mobile deposit limit. You can view your limits within the Mobile Banking Service.

2.13 Presentment. The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in our sole discretion as set forth in the relevant Account Agreement.

2.14 Errors. Should you suspect any errors regarding checks or items deposited through Mobile Deposit Capture, you agree to notify us immediately, but in any event, no later than sixty (60) days from the mailing date of the first statement that contains the suspected error. The terms of your Account Agreement regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remains in full force and effect and apply to transactions made through Mobile Deposit Capture. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction and resolution of any errors or problems related to your use of Mobile Deposit Capture.

2.15 Promises You Make to Us. With respect to your use of Mobile Deposit Capture, you warrant to us that: (i) you will only transmit eligible checks and items that you are entitled to enforce and all checks and items will include all signatures required for their negotiation; (ii) images will meet the image quality standards in effect from time to time as set forth herein; (iii) you will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party; (iv) you will not deposit or re-present the original check or item with us or any other party; (v) all information you provide to us is accurate and true, including all images transmitted to us accurately reflect the front and back of the check or item at the time it was scanned; (vi) you will comply with the Mobile Deposit Capture Service terms and conditions and all applicable rules, laws and regulations (vii) you will use Mobile Deposit Capture only for your own deposits and will not allow the use of Mobile Deposit Capture by, or for the benefit of, any third party; and (viii) you will not use Mobile Deposit Capture in locations or in ways that are prohibited under U.S. law and regulations, including, but not limited to laws and regulations pertaining to or issued by the Office of Foreign Assets Control.

V. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY & INDEMNIFICATION

1. DISCLAIMER OF WARRANTIES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE SHALL ONLY BE RESPONSIBLE FOR PERFORMING THE SERVICES AS EXPRESSLY STATED IN THIS AGREEMENT.

WE MAKE NO CLAIM OR WARRANTY THAT THE SERVICES OR ANY CONTENT WILL BE SUITABLE TO YOUR NEEDS, UNINTERRUPTED, TIMELY, OR SECURE. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICES WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICES. THE SERVICES AND CONTENT MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS, OR MAY BE OTHERWISE UNRELIABLE. WE MAKE NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

2. LIMITATION OF LIABILITY. To the fullest extent permitted by law and except as otherwise expressly provided in this Agreement, you acknowledge and agree that in no event shall we or our subsidiaries, officers agents, service providers, directors, and/or employees be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, or any damages whatsoever, including but not limited to reasonable attorneys' fees and damages for loss of profits, goodwill, use, data or other intangible losses, in connection with the Services, regardless of whether we were advised, had reason to know, or in fact knew of the possibility thereof. These limitations will apply to all causes of action, whether arising from breach in contract, tort, strict liability, or otherwise.:

3. Indemnity and Hold Harmless. Except for those losses caused directly by our gross negligence, willful misconduct or intentional acts, you agree to indemnify against, and hold us, and our subsidiaries, officers, agents, directors, employees, and

our service providers harmless from any claims, demands, costs, damages, expenses or liabilities, including reasonable attorneys' fees and expenses, (including claims, demands, costs, damages, expenses or liabilities made or suffered by any third-party) due to, or arising out of or related to: (i) the actions of you or your agents relating to the Services; (ii) your violation of any of the provisions of this Agreement, including, but not limited to, any breach of any representation or warranty contained in this Agreement; (iii) the exercise by us of any right, privilege, or authority under the terms of this Agreement; (iv) any transmission or Instruction acted upon by us in good faith (including, but not limited to, any transmission or Instruction received using the Security Procedures); (v) your violation of any rights of another, including, but not limited to, intellectual property rights; or (vi) your violation of applicable federal, state or local law or regulation. Your obligations under this Section shall survive termination of this Agreement.

4. **Force Majeure.** We shall not be responsible for any non-performance or delay in performance of any of our obligations or responsibilities hereunder nor shall we be liable to you for any losses, costs, expenses, liabilities, claims or damages whatsoever, if such delay or non-performance was caused by us complying with any applicable law, rule, maintenance events on our systems or the Services, or as a result of an Act of God, war, pandemic, epidemic, strike, lockout, riot, equipment or computer failure or malfunction, electrical power disruption or shortage, or communication, telephone or internet failure or malfunction, adverse weather conditions or any other reason outside our reasonable control.

VI. NOTICES AND COMMUNICATIONS

1. **Electronic Communications.** You agree that we may send any information, disclosures and/or notices (including, but not limited to, change in terms notices) relating to the Services to you in electronic form by electronic mail. Subject to the requirements of applicable law, your agreement to receive communications electronically applies, without limitation, to any and all disclosures and information that we are required by applicable law to provide in writing. You agree that we may electronically post communications or make other information available in the applicable Service application or on our website. We reserve the right to provide you with paper copies of any such notice in lieu of or in addition to electronic versions at any time in our discretion. You agree that we may mail paper versions of notices to your mailing address that appears in our records or otherwise provide notices to you pursuant to any other method to which you have agreed.

2. **Client Service.** In case of questions regarding this Agreement, the Services or with any transactions, you should contact us as soon as possible by one of the following methods:

By Telephone: 1-(877)-998-2265; or

By Mail: VirtualBank
P.O. Box 109638
Palm Beach Gardens, Florida 33410

You may also contact us electronically regarding inquiries, maintenance and/or some problem resolution issues through electronic mail at Client.Service@VirtualBank.com, or through the secured messaging service through the Online Banking Services. However, because e-mail may not be a secure method of communication, we recommend that you not send confidential personal or financial information by e-mail and contact us through other means.

3. **Changes in Address and Personal Information.** It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of the Services is current and accurate, and you are responsible for updating your contact information if it changes. This includes, but is not limited to, name, address, phone numbers and email addresses. You may make changes to your contact information through the Services or by contacting Client Service. We shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

4. **Consent to Telephone Service Communications.** By providing us your telephone number, you agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email, or other electronic message to administer and manage the delivery of the Services to you, to collect any amounts you may owe under with respect to Services or for other informational purposes related to the Services. You agree that we may call or text you at any telephone number that you provide in connection with the Services, including cellular telephone numbers.

VII. ADDITIONAL TERMS AND CONDITIONS

1. **Modification of Services or the Agreement.** We reserve the right to modify, change, add or amend the terms of this Agreement and/or the fees, charges, features and other terms and conditions applicable to the Services at any time. Any changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. In the event any such change or amendment to this Agreement or to any Service that requires prior notice to you, we may notify you via email at the email address you have provided to us. If we provide you with a change of terms notice, you agree that a summary or general description of the changes is sufficient notice. You will be

prompted to accept or reject any material change to this Agreement the next time you use the Services after we have made the change. You may reject changes by cancelling and ceasing use of the Service. By using any Service after it has been added, modified or changed, you agree to be bound by this Agreement, as amended, and all terms and conditions applicable thereto. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Services.

2. Termination/Suspension of Services

2.1 **Our Right to Terminate.** We may cancel, terminate, or suspend the Agreement or any or all of the Services (including, without limitation, any and/or all pending or scheduled Service transactions) at any time in our sole discretion, without notice to you, except as required by applicable law. To the fullest extent permitted by law, you agree that we shall have no liability to you or to any third party in the event we cancel, terminate, or suspend any Service (or any Service transaction), or in the event we exercise any of our other rights or remedies under, relating to, or arising out of this Agreement. Additionally, we reserve the right to deactivate any and all Services that have been “inactive” for a period of 90 days and terminate the Service if “inactive” for a period of one year. Termination, modification or suspension of this Agreement or any Service will not affect the rights and responsibilities of the parties under this Agreement for transactions (and any related fees) initiated before Services are terminated. If we terminate your access to these Services, you cannot reopen them unless you contact Client Services.

2.2 **Your Right to Terminate.** You may terminate your use of any Service at any time by electronically contacting us through our secured messaging service in the Online Banking Services and advising us of your intent to cancel, by contacting Client Services. We reserve a reasonable amount of time to act upon your request to terminate a Service, which in no event shall be less than ten (10) Business Days. We may require that you put your request in writing. If you have scheduled transactions to occur within the ten (10) day notification period and do not want them to occur, you also must separately cancel those transactions. You will be responsible for all transactions (and any fees related to such) occurring prior to our completing the termination of the designated Service(s).

3. **New Services.** As we introduce improved or new Services from time to time, your use of these improved or new Services is your agreement to be bound by all terms and conditions applicable to them.

4. **Links.** The Services may contain links to third-party websites or resources. We have no control over such sites and resources, and you acknowledge and agree that we bear no responsibility for the availability of such external sites or resources. Your use of such third-party websites is subject to the terms of use and privacy policy, if any, governing use of such websites. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF ANY HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You are not permitted to frame our website or to deep link to any portion of our website for any reason.

5. **Disclosure of Account Information.** Please refer to our Online Privacy Policy and Consumer Privacy Notice for a description of how we use the information about you that we gather through the Services.

6. **Electronic Records.** To the extent that any Service provides for the use and delivery of electronic records, you consent to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. You agree that you will not alter any electronic information, data, or records furnished by us, and you agree that our record of any such information, data, or records is the best evidence of the information set forth therein. We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion.

7. **Governing Law.** This Agreement shall be construed in accordance with and governed by the substantive laws of the state of Tennessee (without regard to conflict of law principles) except as required by mandatory provisions of law.

8. **Data Recording.** You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice. You also acknowledge and agree that when you use the Services the transaction and other information you enter may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us shall be and remain our property, and we shall have no obligation to provide any such data to you, subject to the requirements of applicable law. If you request us to provide any such data, and if we agree, you agree to pay our fees and charges for making the data available to you. You acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Services.

9. **Interpretation; Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be ineffective to the extent of such

prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances. The headings to the Sections of this Agreement are included for convenience only and shall have no substantive meaning.

10. Entire Agreement; Waiver; Assignment. This Agreement is the entire agreement and a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent negotiations, proposals, and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No provision hereof shall be deemed waived, amended or modified except in a written addendum signed by an authorized representative of each party. A waiver by either party of any term, right, or condition of this Agreement, or any breach thereof, in any one instance, shall not waive such term, right, or condition or any subsequent breach thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors. You may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any rights or obligations herein.