

# **Time Bank Online Banking Agreement (Terms and Conditions) & Electronic Funds Transfer Disclosure & Account to Account Transfer Terms of Service**

When you use or access or permit anyone else to use or access Online Banking, you are agreeing to all the terms and conditions given in this document ("Online Banking Terms").

This Agreement is made between you and Time Bank (Bank) and provides your request and consent to electronically access your accounts at Time Bank through websites and mobile applications using a personal computer or mobile device (Online Banking). This Agreement is subject to and in addition to Time Bank's account Information Disclosure and Schedule of Fees as well as any other agreements you have with us concerning your account(s) with us.

The terms and conditions of the deposit Agreements and disclosures for each of your bank accounts as well as your other agreements with Time Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Illinois; (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination; cancellation or expiration of this Agreement.

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## **Account to Account Transfer Terms of Service**

### **Section 1. Definitions**

**Accounts.** Any account regarding which you are an authorized signatory, or which you have been granted access to by an authorized signatory.

**Available Balance.** The current balance of the account minus holds, memo posted debits and plus memo posted credits.

**Business Day.** is every Monday through Friday, excluding Federal holidays or other days that banks are legally closed.

**Collected Balance.** The current balance of the account, less the Float.

**Current Balance.** The account balance that is the result of the total debit and credit activity as of a specific date and time for all accounts.

**Electronic Funds Transfers.** ATM withdrawals, preauthorized transactions, point-of-sale transactions, transfers to and from your bank accounts including Online Bill Payment (OBP).

**Float.** Dollar amount of deposited items that are in the process of collections from the drawee Banks. Also known as uncollected funds.

**Hold.** A restriction on payment of all or any part of the balance in an account.

**Memo Posted Debits.** Any debits posted to the account for the business day. For example, ACH debit transactions, outgoing wire transfers, and teller cashed checks.

**Memo Posted Credits.** Any credits posted to the account for the Business Day. For example, ACH credit transactions and incoming wire transfers.

**User.** You or any individual that you have authorized access and use of Online Banking according to the rules and procedures described herein.

**You.** You or, if you are utilizing the Online Banking services as an agent for a business customer, such business customer.

### **Section 2. Online Banking Services**

As a user of Online Banking, you may request any of the services listed below. You understand that you must have an account and a Username and Password with Time Bank in order to receive Online Banking.

**Hours of Access.** You can use Online Banking seven days a week, twenty-four hours a day, although some or all Online Banking services may not be available occasionally due to emergency or scheduled maintenance. Any activity conducted on a non-business day or after the stated cutoff times, Monday – Friday, will be posted on the next Business Day.

**Perform account Inquiries.** You may use Online Banking to check balances and activity of your bank accounts, including account histories and to view checks.

**Online Bill Pay.** In addition to the below, you will have to agree to or accept other terms and conditions, such as the terms and conditions of certain of our service providers, including, but not limited to, Fiserv. To initiate Online Bill Pay (OBP), you must designate the bank account from which payments are to be made; the complete name of each payee; the account number and the payee's remittance address as shown on the billing statement or invoice; the amount of the payment; and the date you wish the payment to be debited from your account. If the date you want the payment to be debited from your account is not a Business Day, your account will be debited the next business day before 5:00 pm (CST). By using Online Bill Pay (OBP), you agree that Time Bank will charge your designated account by electronic transfer, "no signature required draft" or by debiting and remitting funds on your behalf. You understand Time Bank reserves the right to refuse to pay any payee you designate and will notify you promptly in that event. While it is anticipated that most transactions will begin processing at least four (4) business days before your selected Scheduled Payment Date, it is understood that due to circumstances beyond the control of OBP, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by the Payee to your Payee account. For this reason, each scheduled payment date selected by you must be entered no less than five (5) Business Days before the actual due date, not the late date and/or a date in the grace period. Payment instructions entered after the Cutoff Time or on non-Business Days will be considered entered in the OBP service on the next Business Day. If you properly follow the procedures described herein, and OBP fails to send a payment according to the Payment Instructions received, OBP will bear responsibility for late charges (\$50 maximum). In any other event including, but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the actual due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you. A bill payment is "in process" starting at the Cutoff Time on the fourth (4th) Business Day prior to the Scheduled Payment Date and continuing up to the Scheduled Payment Date. A bill pending payment is a 'Pending Payment' starting from the time you enter Payment Instructions until the payment is 'In Process'. A bill payment is considered to be 'Completed' on the Business Day you selected as the Scheduled Payment Date. To cancel or edit any Pending payment (including recurring payments) you must follow the instructions within the application. There is no charge for canceling or editing a Pending Payment. Time Bank may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is in Process. It is not possible to stop or cancel a payment which is 'Completed'.

**Zelle® Limits.** For your protection, we limit the amount of money and total payment you can send in a specific time period. The default limits shown below are set at the customer profile and apply to all accounts that are visible in the "From My" dropdown when initiating a Zelle payment.

Time Period	Dollar Amount	Number of Transactions
Daily:	\$2,000.00	15
30-Day Limit:	\$5,000.00	60

**Initiate stop payment requests.** You understand that electronically transmitted stop payment orders are not complete until it has been verified that the check(s) has/have not been processed and that the stop payment order is valid. The Bank agrees to receive your request to initiate a stop payment order. To be effective, your stop payment order must precisely identify the number, date and amount of the item, and payee. You agree to hold the Bank harmless for all expenses, cost and attorney's fees incurred by it as a result of refusing payment of said check. You further agree not to hold the Bank liable for payment contrary to this request if payment occurs through accident, inadvertence or oversight other than through lack of good faith or failure to exercise due care on the Bank's part. Stop payment orders placed will be effective for six months from the first business date placed. You understand there will be a fee assessed by Time Bank in connection with this stop payment, as stated in the Bank's Schedule of Fees and further understand that if payment on the item is stopped, the payee or other holder of the item might still be able to recover from you the amount of the item, plus other damages. In the case of a lost checkbook, you will contact the Bank for assistance immediately.

**Send and receive Email messages.** You understand you may send and receive Email messages to and from Time Bank. Messages to Time Bank will automatically be routed to a Bank Email box. We may not immediately receive email that you send. We will have a reasonable opportunity to act before taking action on your email requests. Time Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to Time Bank. You and USER are responsible to periodically check for messages sent by Time Bank. You agree to not send critical data, including account numbers, Social Security numbers, or other sensitive data, via Email messages. You cannot use Email to stop payments, transfer funds or perform bill payment.

**Internal Transfers.** You may initiate Internal Transfers between any accounts set up for access using Online Banking with the exception of time accounts. Refer to Section 4: Online Banking Set Up and Section 5: Transfer Limits. You are limited to six pre-authorized automatic transfers or withdrawals per statement cycle out of money market accounts. You are limited to six pre-authorized automatic transfers or withdrawals per quarter out of savings accounts. You are not permitted to transfer more than the available balance from deposit accounts. Transfers initiated through Online Banking before 8:30 p.m. CST on a business day are posted to your account the same day. Transfers initiated after 8:30 p.m. CST on a business day, Saturday, Sunday or Banking holiday (which includes all Federal and State Bank legal holidays), will be posted on the next business day. Online Banking identifies transfers based upon the Login ID of the user who made the electronic transfer. You understand and acknowledge that the Online Banking will not reflect transactions made by multiple users from the same account if different Login ID's are used.

You agree to communicate with other persons with authorized access to your accounts regarding transfers or bill payments in order to avoid overdrafts.

**Electronic Delivery of Notices.** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank's

website or by email. You agree to notify Time Bank immediately of any change in your email address.

**Address Changes.** You may use Online Banking to change the contact information on your accounts including your e-mail and US Postal addresses. Changes are subject to Bank verification.

## Section 3. Other Services

**Other Services.** You may also utilize Online Banking to access some or all of the following services, so long as you have submitted an affirmative request for such service, in the form required by Bank, you have agreed to the terms of the relevant service Agreement(s), and Bank has approved the request\*:

- Wire transfers;
- ACH transactions;
- ACH Positive Pay;
- Bill Payment;
- Remote Deposit Capture (together, the “OTHER SERVICES”).

\*Not all customers may be eligible for all of the aforementioned OTHER SERVICES. As noted above, you will have to agree to additional terms and conditions that apply to the use of the OTHER SERVICES, before utilizing those OTHER SERVICES through Online Banking.

**Changes to Services Available Through Online Banking.** Time Bank may add or remove certain services, features, and/or functionality, including some of the OTHER SERVICES, from Online Banking from time to time and at our sole discretion.

**New Services.** Notification of new services being introduced for Online Banking from time to time will be sent out via mail or email. To use these new services when they become available, you must agree to be bound by the terms and conditions that will be made available to you concerning these services and take all other actions required by bank.

## Section 4. Online Banking Set Up

You authorize Time Bank to set up all accounts of which are an authorized signatory, or which you have been granted access to by an authorized signatory.

Time Bank assumes no liability for changes or modifications to the account setup after initial online banking information has been set-up.

**Online Banking Set Up.** The Bank is not responsible for your actions or negligence in setting up your security access to online banking and assigning Usernames to designated users. You and any User will not make any Password or Usernames available to any non-authorized persons. You and any User will not disclose any information pertaining to its use or the components of online banking.

**Password.** For security purposes, you are required to change your password upon your initial login to online banking. You determine what password you will use and acknowledge that the

identity of your password is not communicated to Time Bank. You agree that Time Bank is authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and you should change it regularly. Upon three unsuccessful attempts to use your password, your access to online banking will be revoked. To re-establish your authorization to use online banking, you can use our automatic password reset (on the Log On page) after positive verification of your identity. Time Bank requires that you create a password that utilizes both upper and lower case alpha, numeric and special characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children and should be memorized rather than written down. We may at our option change the parameters for the password used to access the online banking services without prior notice to you, and if we do so, you will be required to change your password the next time you access online banking services.

## **Section 5. Transfer Limits**

You understand that account Transfers received after Time Bank's transfer cutoff time may not be processed until the following business day. If Time Bank does not make a transfer on time, or in the correct amount according to your instructions given in accordance with this Agreement, Time Bank will be liable for damages caused. However, there are some exceptions. Time Bank will not be liable, for instance, if: (1) through no fault of Time Bank, your account does not contain sufficient funds to make the transfer, or (2) the equipment, phone lines, or computer services were not working properly or were temporarily unavailable, or (3) circumstances beyond Time Bank's scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that Time Bank has taken, or (4) a court order or legal process prevents Time Bank from making a transfer or payment, or (5) you have previously reported, or Time Bank has a reasonable basis for believing, that unauthorized use of the Login ID and password, or designated account, have occurred or may be occurring, or (6) you have failed to provide complete or correct payment information for Online Bill Pay (OBP) or (7) you have not properly followed the on-screen instructions for using Online Banking, or (8) you default under any Agreement with Time Bank or (9) you or Time Bank terminate this Agreement.

A confirmation number will be given at the time a transfer is processed using Online Banking. It is your responsibility to record this number, along with the scheduled date and transaction amount in your checkbook register or other permanent record because this may help resolve any problems that may occur.

You authorize Time Bank to set up all accounts of which are an authorized signatory, or which you have been granted access to by an authorized signatory. If you wish to set up additional accounts an authorized signatory on the account must request this in writing. You agree to pay all service fees as modified under the Bank's Schedule of Fees.

## **Section 6. Acknowledgements, Responsibilities, and Liabilities of account Holder/User**

**Access.** To utilize the Online Banking services, you acknowledge you must have at least one

account at Time Bank, access to the Internet, and an email address. Online Banking can be used to access only the bank accounts that are associated with your tax identification number. You may delete any bank account from Online Banking by contacting Time Bank Electronic Banking at 847-384-9200. You acknowledge Time Bank will not monitor your transactions through Online Banking to determine that they are made on your behalf.

Online Banking may be accessed 24/7, though some services may be unavailable occasionally due to maintenance. If deemed necessary, Time Bank agrees to post a notice of any extended periods of non-availability on Time Bank's website.

**Overdrafts.** If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then a) electronic funds transfers involving currency disbursements, like ATM withdrawals will have priority; b) electronic fund transfers initiated through Online Banking that would result in an overdraft of your account may, at Time Bank's discretion, be canceled; and c) in the event the electronic fund transfers initiated through Online Banking that would result in an overdraft of your account are not canceled, overdraft charges may be assessed per the terms of the deposit account Agreement. Upon occurrence of any overdraft incurred in the accounts, Time Bank shall have the right, in Bank's sole discretion to: (i) refuse payment of any outstanding and unpaid check drawn on any account listed on the Online Banking Application, and (ii) withhold from processing any transaction generated on the account, including Online Banking until sufficient collected funds to cover such transactions have been credited to the accounts.

**Hardware/Software Requirements.** You and any other User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize Online Banking.

Time Bank reserves the right to eliminate or change any of the function capabilities at any time without prior notice.

**On-Line Help.** You can access help topics on Time Bank's web site when logged onto Online Banking, through the on-line help button.

**Unauthorized Use of Web Site.** You have no right, title, or interest to the Online Banking software or platform or copies of it. You agree to notify Time Bank promptly and in writing of any circumstances of which you have knowledge relating to any possession or use of any portion of the Online Banking software or platform by an unauthorized person.

You and Time Bank agree that the Username and Password security procedures provided under the Online Banking Agreement are reasonable and the parties further agree that transactions conducted under the Username and Password shall be deemed to be authentic payment orders binding on you.

**Liability & Unauthorized Use.** You agree to notify Time Bank immediately if you believe an unauthorized person knows your Username and/or Password, or that someone has transferred or may transfer money from your account without your permission or if your Username and/or Password have been compromised. Telephoning is the best way of keeping your possible losses down. You understand that you could lose all the money in your account. If you believe your Username and/or Password have become known to an unauthorized person, lost or stolen, and you tell Time Bank within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Username and/or Password without your permission. If you do not tell Time Bank within 2 business days after you learn of the loss or theft of your Username and/or Password, and Time Bank can prove it could have stopped someone from using your Username and/or Password without your permission, you could lose as much as \$500. Also, if your statement

shows any errors, including, transfers that you did not make, you will tell Time Bank at once. If you do not tell Time Bank within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days if Time Bank can prove that the Bank could have stopped someone from taking the money if you had told Time Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling Time Bank, the Bank will extend the time periods. To report any unauthorized use of your Username and/or Password or if they become lost or stolen, contact Time Bank Electronic Banking Department at 847-384-9200, or write to Time Bank, ATTN: Electronic Banking Department, 626 Talcott Road, Park Ridge, IL 60068.

**Security.** You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statement for each of your bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Username and Password are intended to provide security against unauthorized entry and access to your accounts. If you allow any other person to use your login credentials or provide access to Online Banking, you will have authorized that person to access your accounts and you are responsible for all transactions that person initiates or authorizes in connection with your account. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each User.

Notwithstanding our efforts to ensure that the Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Time Bank cannot and does not warrant that all data transfers utilizing Online Banking or email transmitted to and from Time Bank will not be monitored or read by others.

Time Bank is not responsible for any electronic virus or viruses that you may encounter. Time Bank encourages its customers to routinely scan their PC's using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with Online Banking resources and/or accounts. The use or distribution of tools designed to compromise security (e.g., password guessing programs, cracking tools or network probing tools) is prohibited.

**Errors Resolution.** In case of errors or questions about your electronic transfers, you must visit or telephone our office, or write to Time Bank, ATTN: Electronic Banking Department, 626 Talcott Road, Park Ridge, IL 60068; you may also contact Time Bank through the Secure Access Messaging system through Online Banking (please do not provide any confidential information via email). You are responsible to promptly review all statements and report any irregularities to Time Bank at once. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, Time Bank must hear from you no later than 60 days after Time Bank sent the first statement on which the problem or error appeared. You must: (1) tell Time Bank your name and account number, (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) tell Time Bank the dollar amount of the suspected error. If you tell Time Bank orally, Time Bank may require that you send Time Bank your complaint or question in writing within 10 business days. Time Bank will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after Time Bank hears from you and will correct any error promptly. If Time Bank needs more time, however, Time Bank may take up to 45 days (90 days



if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If Time Bank decides to do this, Time Bank will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you have use of the money during the time it takes Time Bank to complete its investigation. If Time Bank asks you to put your complaint or question in writing and Time Bank does not receive it within 10 business days, Time Bank may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. Time Bank will tell you the results within three business days after completing its investigation. If Time Bank determines there was no error, Time Bank will send you a written explanation and will debit your account for the amount provisionally credited. You may ask for copies of the documents that Time Bank used in its investigation.

You have received and understand all signature card rules and regulations and all Agreements and disclosures connected with the opening of accounts and acknowledge that this Agreement is in addition to any of these Agreements and disclosures. You will continue to receive regular account statements that describe all transactions for the accounts including the transactions that you have initiated through Online Banking.

**Fees & Charges.** You acknowledge that any fees for Online Banking will be paid as disclosed on the Bank's Schedule of Fees. These fees are in addition to any fees and service charges currently being paid for any other Time Bank products and services used by the account Holder. Any pricing or policy changes adopted by Time Bank in the future will constitute modifications or addendums to the Agreement but will not nullify it. You acknowledge that you may be asked to designate a payment account for selected services such as Online Bill Pay and authorize Time Bank to charge your account or any other account for the fees.

You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of Online Banking.

**Discontinuance of Service.** This Agreement shall continue until Time Bank receives written notification of your revocation or until Time Bank advises you in writing that Time Bank will not continue this service. Termination by either party does not relieve you of your liability for transactions or responsibilities for payment of all fees incurred prior to termination. You may terminate Online Banking by writing to Time Bank, ATTN: Electronic Banking Department, 626 Talcott Road, Park Ridge, IL 60068.

## **Section 7. Acknowledgments, Responsibilities, and Liabilities of the Bank**

Time Bank will provide information on the use of Online Banking.

Time Bank has entered into a licensing Agreement with Fiserv Inc. for the delivery of the Online Banking Services. Online Banking shall be considered part of the Fiserv Inc. and all rights, title, and interest shall remain with them.

Except for acts of gross negligence or willful breach of duties by Time Bank, Time Bank will not be liable to you for any matters related to this Agreement, including without limitation, lost profits or consequential, special, or punitive damages, inaccuracy, or delays in transmission of information.

Time Bank makes no warranties or representations with respect to Online Banking software, expressed or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.

**Change in Terms.** Time Bank may change any term of this Agreement at any time. If the change would result in increased fees for Online Banking, increased liability for you, fewer types of available electronic fund transfers, or additional limitations on the frequency or dollar amount of transfers, Time Bank agrees to provide notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or electronic fund transfer using the Online Banking services. Time Bank will post any required notice of the change in terms on Time Bank's website or forward it to you by email or by postal mail. Your continued use of any and all Online Banking services indicates your acceptance of the change in terms. Time Bank reserves the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit Agreements and disclosures.

**Third-party Web Site Links.** Time Bank does not endorse or guarantee the products, information or recommendations provided by linked sites; Time Bank is not liable for any failure of products or services advertised on those sites; third-party sites may have a privacy policy different than that of Time Bank; third-party websites may provide less security than the website of Time Bank.

## **Section 8. Joint Acknowledgements and Representations**

This Agreement is governed by and will be interpreted under the laws of the State of Illinois.

You have read and understand this Agreement and have had the opportunity to review this Agreement with an advisor of your choice if so desired.

Each party represents and warrants to the other that it is authorized to enter into this Agreement. If at any time any section of this Agreement is found to be invalid, that does not make the remaining sections or terms invalid.

**Internet Security Information.** Online Banking utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to login security we use a secure socket layer (SSL) encryption technology for everything done in the Online Banking platform. Your browser automatically activates this technology when it attempts to connect to our Online Banking and it will support only the highest 128-bit encryption technology available to ensure your protection. Whenever SSL is securing your communications, the browser will typically indicate the 'secure session' by changing the appearance of a small padlock icon at the bottom of the screen from 'open' to 'locked'. This means that your communications are scrambled from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet.

During your use of Online Banking, we use multi-factor authentication (MFA) methodology which registers each PC that you use to access Online Banking. In addition, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A "cookie" is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto Online Banking, this cookie enables us to process multiple transactions during the session without you having to provide your Username and password for each individual transaction. After a

predetermined amount of time set by our security, Online Banking or when you log off, the session cookie is no longer accepted and a new cookie must be created by entering your Username and Password information. A new cookie is used for each session so that no one can use the cookie to access your account.

## Section 9. Alerts Terms and Conditions

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

*Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Time Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.*

**Alerts via Text Message.** To stop alerts via text message, **text "STOP" to 31727 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in **Time Bank** Online Banking. For help with SMS text alerts, text “HELP” to **31727**. In case of questions please contact customer service at **847-384-9200**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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

## **Section 10. Bank Contact Information**

You may contact Time Bank at: customerservice@time.bank, by phone at 847-384-9200, by mail at Time Bank Electronic Banking, 626 Talcott Road, Park Ridge, IL 60068, or by visiting our office.

## **Section 11. Your Privacy**

The information in this policy relates to information you provide at the time.bank domain. We understand that protecting consumer privacy is important to those who visit our web site and use Online Banking.

**Collection of Information.** Time Bank gathers information regarding users of our site only through the use of forms and email. We do not, on our regular website, employ the use of cookies. Cookies may be used during Online Banking sessions, to ensure a one-to-one connection. Information is collected only when required to provide a service requested by the user. When a customer accesses Online Banking account information, they must enter their Username and Password each visit.

This information is not stored in a cookie file. During a secure web Banking session, some information is gathered to manage the session effectively for the customer, which may include browser information (type and version) and connection speed, as well as any information needed to execute the customer's instructions.

**Maintenance of Customer Information.** Time Bank has processes in place to assure the security, privacy and accuracy of all customer information, in accordance with reasonable commercial standards and regulatory requirements. Customers may request in writing, or through a secure Online Banking session, changes to inaccurate information. Changes will be made in a timely manner, after verification, as required.

**Employee Access to Customer Information.** Employees of Time Bank have access to customer information for reasonable business purposes only. This policy has been clearly communicated to all employees and is strictly enforced.

**Security Procedures.** Time Bank maintains appropriate security standards and procedures regarding unauthorized access to customer information.

**Disclosure of account Information.** Time Bank does not reveal specific information about customer accounts or other personally identifiable data to unaffiliated third parties for their independent use, except for the exchange of information with reputable information reporting agencies to maximize the accuracy and security of such information or in the performance of bona fide corporate due diligence, unless:

1. the information is provided to help complete a customer initiated transaction or,
2. the customer requests it or,
3. the disclosure is required by/or allowed by law (e.g., subpoena, investigation of fraudulent activity, etc.) or,
4. the customer has been informed about the possibility of disclosure for marketing or similar purposes through a prior communication and has been given the opportunity to decline.

For more information about Time Bank's information privacy policy, please contact: Time Bank at (847) 384-9200 or online through the Secure Messaging Online Banking.

## **Section 12. Terms and Conditions of Use**

Time Bank endeavors to provide you with the highest quality Online Banking available. However, due to the unpredictable nature of the Internet, occasional inaccessibility to our Web site should be expected. By using this site, you agree to our terms and conditions, as contained herein and any additions or modifications to this Agreement. Do not use our site if you do not agree to all of the terms and conditions. Whether or not you actually read these terms and conditions, your use of the site will be deemed as acceptance of them. We may modify our terms and conditions for use of this site at any time and without notice.

The first time you access your bank account(s) through the Internet and Online Banking, you confirm this Agreement to be bound by all of the terms and conditions of this Agreement. Your access to your bank accounts through the internet and Online Banking platform also acknowledges your receipt and understanding of this disclosure, and reconfirms your Agreement to the "Terms and Conditions of Your Account" documentation (if you would like an additional copy of this Agreement, contact Time Bank) you received when you opened your account.

## **Section 13. Disclaimer of Warranty and Limitation of Liability**

THE INFORMATION AND CONTENT ON OUR SITE ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, NEITHER TIME BANK NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE MATERIALS PROVIDED ON OUR SITE, EITHER EXPRESSLY OR IMPLIEDLY, FOR ANY PARTICULAR PURPOSE AND EACH EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT WILL TIME BANK OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY LOSS ARISING OUT OF THE USE OF, OR INABILITY TO USE, OUR SITE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, FORESEEN OR UNFORESEEN, INCLUDING LOSS OF PROFIT OR OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGES OF ANY KIND EVEN IF TIME BANK OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

## Account to Account Transfer Terms of Service

**1. Introduction.** In addition to the Online Banking Terms, above, you agree hereto to these Account to Account Transfer Terms of Service document (hereinafter “A2A Agreement”), which is a contract between you and Time Bank (hereinafter “we” or “us”) in connection with the Account to Account Transfer Service (as defined below) offered through our Online Banking site or mobile applications (the “Site”). To the extent there is a conflict between the Online Banking Terms and this A2A Agreement, the A2A Agreement controls. This A2A Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the “Account to Account Transfer Service”) enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

- a. “Small Business Transfers Service” means functionality, to the extent made available by us, that enables a Business to transfer funds between Account(s) that the Business maintains with us on the one hand, and Account(s) that the Business maintains with other financial institutions, on the other hand. Businesses accessing the Account to Account Transfer Service shall be classified as Small Business Transfers Service users. The Small Business Transfers Service is included in the definition of “Account to Account Transfer Service”.
- b. “Instant Transfers” means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. Instant Transfers are only available for financial institutions and applicable Accounts that enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of “Service”.

### 3. Definitions.

- a. “Account” means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable. For the Small Business Transfers Service, Accounts include business checking, money market or savings accounts.
- b. “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. “Affiliates” are companies related by common ownership or control.
- d. “Business” means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Account to Account Transfer Service.
- e. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- f. “Consumer” means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.
- g. “Eligible Transaction Account” is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- h. “External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

- i. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- j. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- k. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protection that this Agreement provides to us.

#### **5. Authorization and Processing.**

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners.  
Further, you represent and warrant that the External Account is located in the United States.
- b. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (2) and (3) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would

exceed the credit limit of your overdraft account;

2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 10 (Refused Transfers) below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- e. Instant Transfers. The Instant Transfers feature allows for transfers to and from External Accounts that are enabled through a Payment Network designed to deliver transfers on the same day and potentially within minutes, although actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

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

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the Schedule of Fees.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees



will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. Additional fees may apply for Instant Transfers and Businesses enrolled in the Small Business Transfers Service. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

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

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

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to Time Bank at 626 Talcott Rd, Park Ridge IL 60068. We may also be reached at (847) 384-9200 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to

Account Transfer Service if you withdraw your consent to receive electronic communications.

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

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

**16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

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

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets,

other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

## **20. Your Liability for Unauthorized Transfers.**

- a. Consumer Accounts. This paragraph applies only to Eligible Transaction Accounts used for personal, family and household purposes, and shall not apply to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than

\$50.00 should someone access your account without your permission. If you do not tell us within two (2) BusinessDays after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

- b. Business Accounts. This paragraph applies only to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Small Business Transfers Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. Tell us AT ONCE if you believe your user identification, password, or other means of accessing the Small Business Transfers Service have been stolen or used without your permission. You could lose all of the money in your Eligible Transaction Account, plus any credit available in any available overdraft protection plan. Also, if the periodic statement for your Eligible Transaction Account shows payments or other Small Business Transfers Service transactions that you did not make, tell us at once. YOU ARE RESPONSIBLE FOR ALL PAYMENTS INITIATED USING YOUR USER IDENTIFICATION, PASSWORD, AND OTHER MEANS OF ACCESSING THE SMALL BUSINESS TRANSFERS SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).

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

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

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that

may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

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

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

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

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

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

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**26. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is

disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

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

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

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

Transfer Service's more recent revisions, updates, upgrades or enhancements.

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

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

**33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

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

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

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in



which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

**37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

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

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

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

**41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY

SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

42. **Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32-42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.
43. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
- a. Where it is necessary for completing transfers, or
  - b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
  - c. In order to comply with government agency or court orders, or
  - d. If you give us your written permission, or
  - e. As explained in the separate Privacy Disclosure.
44. **Documentation.** Information about transactions you make can be located on account statements we send you and in Online Banking.

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