



## **Digital Banking Agreement**

This Digital Banking Agreement (the “Agreement”) states the terms and conditions that govern your access to and use of certain services that we may make available from time to time on a computer through a traditional Internet connection or on a mobile device through text message services, a mobile Internet browser, or a mobile application (“Digital Banking” or the “Service”). Each time you access an Account through the Service, each of you confirm your agreement to these terms. Please read this Agreement carefully and print or download a copy of this Agreement for your records.

### **1. Definitions**

Key terms used in this Agreement are defined below. These and other terms defined in this Agreement have very specific meanings, which will help you better understand this Agreement and the Service, so we encourage you to review them carefully.

“Account” refers to each of your loan or deposit accounts, whether held at the Bank or another financial institution, that you designated, and we approved, for access to and use of the Service. Collectively with the Accounts, any other accounts are referred to as an “account.”

“Account Agreements and Disclosures” means the then-current versions of agreements, terms and conditions, disclosures, fee schedules, and other documents that govern your Account(s).

“Applicable Rules” means all applicable federal, state, or local laws, regulations, guidance, operating circulars, and payment network and clearing house rules.

“Authorized Person” means your agent, representative, guardian, conservator, officer, owner, principal, member, manager, employee, agent, or other person authorized to access or conduct transactions on an Account.

“Business Days” means Monday through Friday, excluding Saturday, Sunday, Federal holidays, or other days on which we are not open for business.

“Treasury Management Agreements” means any agreement or any related addenda, product schedules, exhibits, or other documents that are incorporated therein or attached thereto with respect to ACH origination, wire transfers, positive pay, remote deposit services, or other treasury management services we may make available from time to time, excluding this Agreement.

“We,” “us,” “our,” “ours,” “Centier Bank,” and “Bank” refer to Centier Bank.

“You,” “your,” and “yours” refer to each tax-reporting owner, accountholder, depositor, borrower, signer, or other Authorized Person accessing or using the Service.

## **2. Eligibility**

To access the Service, you must have an active Account. Only those Accounts designated by you and approved by us may be accessed through the Service. By designating an Account for access and use via the Service, you represent and warrant that you are at least eighteen (18) years of age and are authorized to enter into this Agreement. If the Service is being requested by an Authorized Person, you and the Authorized Person each represent and warrant that you have duly authorized each Authorized Person to act on behalf of you with full power and authority in connection with any activities regarding all of the your Accounts, including, specifically, but without limitation, the power and authority to: (a) enter into contractual arrangements binding upon you; (b) view your Accounts through the Service, including any transactional information related thereto; (c) request, obtain, and use the Service; (d) issue instructions regarding your Accounts, including authorizing debits, credits, deposits, and withdrawals through the Service; (e) conduct banking transactions on your behalf; and (f) send or receive information relating to or otherwise communicate us with respect to your Accounts. We may rely thereon in dealing with said Authorized Persons, unless and until written notice of any change in or revocation of such authority shall be delivered to us by you and we have a reasonable opportunity to act upon such notice, and any action taken by said Authorized Persons and relied on by us pursuant to the authority granted as stated herein prior to receipt of such written notice shall be fully and conclusively binding on you.

## **3. Contacting You**

In order to use the Service, you must provide us with an accurate and complete e-mail address. If your e-mail address to which we will be sending you notifications or any other information should change in the future, you must provide your new e-mail address. If you do not update your e-mail address, we will continue to send any notifications to your e-mail address of record with us for a period of time. For example, we may notify you by e-mail that your periodic statement is available to be viewed in your Digital Banking profile. If you otherwise do not receive this e-mail notification, whether the notification is returned as undeliverable or otherwise, you will still be deemed to have received any documents transmitted to your Digital Banking profile. We might not monitor our systems for e-mails that are returned to us as undeliverable and might not attempt to resend any returned e-mail to you. The date on which you will be deemed to have a document made available to you is the date such document is posted in your Digital Banking profile, whether or not you receive or access the above-mentioned e-mail notification or the applicable document.

By providing an e-mail address or telephone number to us, you expressly agree that we or any of our service providers may call you; leave you a voice, prerecorded, or artificial voice message; or send you a text message, e-mail, mobile service commercial message, or any other electronic message at the phone number (whether landline or wireless) or e-mail address you provide to us. The purpose of such communications may include, but is not limited to, communicating with you about Account management/maintenance, servicing or collecting any amounts you owe us, informational messages, fraud prevention, survey/research, identity verification, compliance with Applicable Rules, and/or determining how you intend to use Digital Banking. Such contact may include use of an automatic telephone dialing system. **YOU ARE NOT REQUIRED TO GIVE YOUR CONSENT IN ORDER TO DO BUSINESS WITH US. IF AND TO THE EXTENT REQUIRED BY APPLICABLE RULES, YOU ALSO MAY REVOKE YOUR CONSENT TO BE CONTACTED AT ANY TIME.**

#### **4. Monitoring and Recording**

Subject to Applicable Rules, we may monitor or record telephone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf. The communications that may be monitored or recorded include telephone calls, cellular or mobile phone calls, and any other communications in any form.

#### **5. Use of Intermediaries and Service Providers**

You authorize us to select any means we deem suitable to deliver the Service to you and act upon your instructions. Without limiting the generality of the foregoing, we shall be permitted to use any funds transfer system, communications system, payment network, clearing house, intermediary bank, other financial institution, agent, sub-agent, or service provider as we deem appropriate to complete transactions that you request pursuant to and subject to the terms of this Agreement. You acknowledge and agree that we may arrange for some or all of the Service under this Agreement to be performed or provided by third parties (each a "Processor" and collectively the "Processors"). You agree that each reference to us in this Agreement may include any Processor selected by us to perform some or all of the Service hereunder. Any funds transfer system, communications system, payment network, clearing house, intermediary bank, other financial institution, agent, or sub-agent shall not be a Processor, and we shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and we shall not be liable for any errors, mutilations, delay, misdelivery, or failure of delivery in the transmission of any instructions or transactions, for any suspension of any means of transmission or for any imposition of any censorship, exchange control, or other restriction, all such risk being borne by you. We shall not be liable and shall be excused from failing to accept, execute, or settle a transaction if doing so would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines, or in our otherwise violating any provision of any present or future risk control program or any rule or regulation of any federal or state governmental regulatory authority.

#### **6. Hardware and Software**

You understand that you must, and hereby agree to, at your sole cost and expense, use hardware and software that meets all technical requirements for the proper delivery of the Service and that fulfills your obligation to obtain and maintain secure access to the Internet or mobile networks. You understand and agree that you are solely responsible for the operation, maintenance and updating of all hardware, software and services used in connection with the Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor-recommended maintenance, repairs, upgrades and replacements. Without limiting the generality of the foregoing, if you use a mobile device to access or use the Service, message and data rates may apply. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your hardware and software, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your hardware and software. We make no endorsement of any specific software, hardware, or other service provider, and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement. All right, title and interest in and to any and all computer programs, including, but not

limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining to the Service delivered by us or our third party service providers shall be, and remain, our property or the property of any third party provider, as applicable, and unless otherwise expressly authorized, you may not copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of such software in any form.

## **7. Using the Internet**

You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet, and you hereby expressly assume such risks. We do not, and cannot, control the flow of any documents, files, data, or other information via the Internet, whether to or from our network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or our ability or inability to connect to the Internet. We are not responsible for, and you hereby release us from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. We advise you, and you agree, to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

## **8. Content**

Subject to our privacy policies, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of providing the Service, and you hereby give us a perpetual, royalty-free, non-exclusive, worldwide, transferrable, and sublicensable license to do so. By submitting Content, you represent and warrant that you have the full right to license such Content to us for the purposes set forth in this Agreement.

## **9. Prohibited Use**

As a condition of using Digital Banking, you represent, warrant, and covenant to us that you will not use the Service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this Agreement or by any Applicable Rules. You further represent, warrant, and covenant that you will not use the Service in any manner that could damage, disable, overburden or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. Without limiting the generality of the foregoing, you may not:

- (a) Access or use the Service outside of countries we permit from time to time;
- (b) Interfere with security-related features of the Service or features that prevent or restrict use or copying of any content on the Service;

- (c) Access the Service via any means other than any interface we provide to you;
- (d) Access or collect any information from the Service through use of any automated programs, code, or other means, including through the use of bots;
- (e) Engage in any activity with the purpose of obtaining content that is not your own Content, such as through screen scraping;
- (f) Use the Service in such a manner that would compete with the Bank;
- (g) Provide Content that is, to the best of your knowledge, information, and belief, inaccurate, incomplete, or fraudulent or misrepresents any personal or business information regarding or relating to you;
- (h) Provide Content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- (i) Transmit any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," or any other form of solicitation; or
- (j) Transmit software viruses, Trojan horses, worms, time bombs, spyware, or any other malicious or tracking computer code, files or programs designed to track, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

## **10. Linked Sites**

Digital Banking may contain links to other websites operated by third parties ("Linked Sites"). Such links are provided solely as a convenience to you. We have no obligation under this Agreement to screen, approve, review, sponsor, or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that we are not responsible for the contents of any Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of the Linked Sites.

## **11. Security Procedures**

When enrolling in Digital Banking, you may be prompted to create a unique user ID and password. We may also require you use other security procedures we may implement from time to time, such as personal identification numbers, tokens, out-of-band authentication, challenge questions, other identification technology, dual control procedures, or other security devices to identify those logging into the Digital Banking platform (collectively with your user ID and password, your "Credentials").

**YOU ARE SOLELY RESPONSIBLE FOR PROTECTING YOUR DEVICE AND CREDENTIALS FROM BEING DISCLOSED TO OR USED BY OTHERS. WE STRONGLY SUGGEST THAT YOU DO NOT DELEGATE AUTHORITY OVER YOUR ACCOUNT TO ANYONE WHO IS NOT AN AUTHORIZED SIGNER FOR YOUR ACCOUNT AS LISTED ON THE ACCOUNT SIGNATURE CARD.** We are not responsible for monitoring or managing the use of Digital Banking by a third party using your Credentials. If you give another person or business access to Digital Banking by sharing your

Credentials, you agree that each such third party will be authorized to act on your behalf, and will be bound by this Agreement (and any other of your Account Agreements and Disclosures). We are entitled to rely upon any instructions or other actions taken using your Credentials, and you will be deemed to have authorized any activity performed using your Credentials, even if you did not specifically authorize such activity. We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.

**NOTIFY US IMMEDIATELY if you have reason to believe your DEVICE OR Credentials have been lost, stolen or otherwise compromised, or if you have reason to suspect that unauthorized access to your account(s) has occurred or will occur through Digital Banking.** If you believe your Credentials or other means of access have been lost or stolen or that someone has used them without your authorization, contact us immediately by one of the following methods:

- Telephone Centier Bank during normal business hours at (888) 236-8437;
- Write to us at 600 East 84<sup>th</sup> Avenue, Merrillville, Indiana 46410; or
- Email us at [clientsupport@centier.com](mailto:clientsupport@centier.com).

Quickly telephoning us is the best way of reducing your possible losses. When you contact us, please provide us your name, address, a phone number where you can be reached, and a brief message as to what the problem might be.

The following paragraph applies to business or non-personal Accounts only: You acknowledge and agree that the security procedures agreed upon by you and us, and recommended by us, provide you a commercially reasonable level of protection against unauthorized transactions in light of your particular needs and circumstances for the purpose of verifying the authenticity of instructions communicated to us in your name. You acknowledge and agree that these security procedures are used to verify the authenticity of, and not detect errors in, the instructions which are delivered to us through Digital Banking. Any instructions given by you or on your behalf will be effective as your instructions, and you will be required to pay us the amount of any such transactions, whether or not the transactions have actually been authorized by you, and regardless of the actual identity of the sender thereof, if we accept such instructions in good faith and in accordance with our security procedures. Even if instructions are given in compliance with our security procedures, we may, in our discretion, delay the execution of that transaction until we are able to verify the authenticity of the instruction by any means reasonably acceptable to us. We will not be liable to you or any other person for such delay, provided that we have acted in good faith. If you adopt a security procedure to communicate any instructions to us, other than as set forth herein and other than as recommended by us, then you will be deemed to have refused the security procedures that we are offering and recommending as commercially reasonable and, if we accept such instruction in good faith, you assume the risk of waiving the security procedures recommended by us and agree to be bound by any such instruction, to be liable to pay us for any such transaction, and to indemnify and hold us harmless from and against any loss that we may incur directly or indirectly from acting on any such instruction, whether or not authorized.

## **12. Digital Banking Services**

Subject to the terms of this Agreement, we may permit you to perform the following actions or otherwise access or use the following services through Digital Banking:

- View Account balances, transaction history, electronic statements, and posted check images;
- Obtain information that we make available about your Accounts, including account alerts;
- Allow other personal finance management software to access your Accounts;
- Locate branches or automated teller machines with geolocation technology;
- Manage debit cards issued on your Accounts;
- Make transfers between your Accounts;
- Make payments or request draws or disbursements on eligible loan or line of credit Accounts;
- Make third party payments under the Bill Pay Service or the P2P Transfer Service (as defined below);
- Deposit checks through Mobile Capture; or
- Obtain other services or perform other transactions that we authorize or make available now or in the future

### **13. Account Access Service**

We may make certain information about your Accounts available to you to view. Balances and transaction histories that you obtain through Digital Banking generally will be current as of the close of business on the preceding Business Day. Notwithstanding the foregoing, Account information provided to you as part of Digital Banking is not the official record of your Account or its activity. Your Account statements furnished to you will remain the official record of your Account.

### **14. Account Alerts**

Account alerts are notifications and reminders related to your Accounts. Account alerts and alert options vary based on the type of Account. Account alerts will be sent at various times on any day that transactions occur. You understand and agree that Account alerts may not be sent on a “real time” basis and may be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of Account alerts. Account alerts are for informational purposes only and are not intended to replace your Account statements or any other communications we may provide to you regarding your Account(s). Some Account alerts may be suppressed if and to the extent required by Applicable Rules, including but not limited to instances in which we receive notice that you have filed for bankruptcy or if you have the right to require us to cease and desist communication with you.

### **15. Text Message Banking Services**

Thank you for using Text Message Banking Services, hosted and powered by CSI. **Message and Data Rates May Apply to use this service.** For help, text “HELP” to **662265**. **To cancel your text message banking service, send a text "STOP" to 662265 at any time.** You can also cancel the service by logging into Digital Banking, going to Manage Profile > Phone, and turning the SMS Text Banking service off. In case of questions please contact customer service at 888-236-8437.

**a. Privacy Policy**

This service is provided under the terms of the privacy policy provided by Centier Bank.

**b. Program**

Centier Bank offers its end users mobile access to their account information (e.g., for checking balances and recent transactions) over SMS, as well as the option to set up alerts for their accounts and other functionality. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving a text message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

**c. Questions**

You can contact us at any time by calling 888-236-8437.

**d. To Stop the Program**

To stop the messages coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to 662265. You will receive a one-time opt-out confirmation text message. And after that, you will not receive any future messages.

**e. Deactivating mobile phone number**

If you deactivate cellular service for the mobile phone number that you enrolled in the Text Message Banking Service, you are responsible for deactivating that same phone number as described in To Stop the Program above.

**f. Terms & Conditions**

By participating in the Text Message Banking Services program hosted by CSI, you are agreeing to the terms and conditions presented here.

**16. Personal Finance Management Software**

You may download, extract, or permit a third party to download, extract, or otherwise access certain transactional data for use with other software tools and products created by parties that we do not own or control, including personal finance management software. If you install or use such software, you are responsible for obtaining any applicable licenses. You assume all risks of any software that you install, download, or use, and you understand that any information you enter into third-party software may be accessed by unauthorized third parties. If you use the third-party software to transmit information, you and the third-party provider are responsible for the security and confidentiality of that information.



## **17. Geolocation**

If you use any location-based feature (such as our automated teller machine or branch locator), you agree that your geographic location and other personal information (such as your unique device identifier) may be accessed and disclosed through the Service. You may turn off location-based features at any time to the extent permitted through the settings of your mobile device, which may result in your inability to use functionality with location-based and related information.

## **18. Transfers**

Our transfer service allows you to transfer funds between your Accounts. An internal transfer moves funds between your Accounts at the Bank. An external transfer moves funds to or from an Account at the Bank to or from an Account at another financial institution. Transfers can be made on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. As you may determine in your instructions, you will either authorize us to debit your Account and send funds on your behalf to the other Account designated by you or to credit your Account when we receive funds from the other Account designated by you. You also authorize us to reverse a debit if the debit is returned for any reason or a credit if the remittance is not honored by us for any reason.

### **a. Eligibility**

You must have at least two (2) eligible Accounts in order to transfer funds. You must register and we must approve, in accordance with our then-current verification procedures, each Account to or from which transfers may be initiated. When you register an Account, you represent that (i) you are an Authorized Person with respect to the Accounts and that you have all necessary legal rights and authority to transfer funds to or from the Accounts and (ii) the Accounts are located in the United States.

### **b. Limitations**

Transfer amounts are limited to your available balance in your Account, plus the available credit in any linked overdraft line of credit account. We are not required to transfer funds unless there are sufficient available funds in your Account or available credit on the transfer date. If there are insufficient available funds or available credit, we may, but are not obligated to retry the transfer at a later date. Transfers are subject to any limitations on the number of transactions that apply to your Account(s) as provided in your Account Agreements and Disclosures. For security reasons, we may establish daily, per transaction, or other limitations on the amount of transfers in our discretion. These limits are subject to change from time to time upon notice to you to the extent required by Applicable Rules.

### **c. Instructions**

In order for us to process transfers, you must first give us transfer instructions in the content and formatting standards that we may require from time to time. We are not under any obligation to complete a request for a transfer until such time as we obtain all information required to process the instruction. You are solely responsible for ensuring the accuracy of any information that you provide in your transfer instructions, identifying any errors contained in your instructions, and

informing us as soon as possible if you become aware of any such errors. We are not responsible for confirming such information, or for identifying or rejecting errors or duplicate instructions. If you give us a transfer instruction that is incorrect in any way, you agree that we may charge your Account for the payment, whether or not the error could have been detected by us.

**d. Processing Transfers**

At the time you schedule a transfer, we will provide you with the amount of funds available, and the options to send the funds that are available to you will display in your Digital Banking profile. One or more options may be available to you. Each option will include the estimated time of processing of the funds from your Account. Estimated times that we provide in Digital Banking are subject to change. You acknowledge and agree that, due to circumstances beyond our control and/or in accordance with the provisions of this Agreement, transfers may be processed after the estimated dates, and we will only be liable for late transfers to extent set forth herein and under Applicable Rules. Funds requested to be transferred will be debited or credited to an external Account according to the receiving financial institution's availability and transaction processing schedule. Funds received from a transfer will not be available to you until we actually receive the funds from the other Account.

**e. Changes to Transfers.**

Request for immediate transfers cannot be cancelled. You may cancel or modify a transfer scheduled for a future date, including a recurring transfer, before we have started processing the transfer. Once we have started processing a transfer, it cannot be cancelled or modified. Before such time, we may make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied transfer to your Account or to stop or recover a transfer that was initiated, processed, or settled erroneously, but we do not guarantee such recovery and will bear no responsibility or liability resulting from our failure to do so or incorrect information entered by you in your instructions, to the extent permitted by Applicable Rules.

**f. Refused Transfers.**

We reserve the right to refuse any transfer for any reason, including instances where there are not sufficient available funds in your Account to cover the transfer or we, in good faith, believe the transfer may be fraudulent, erroneous, illegal, suspicious, or in violation or breach of this Agreement or the Account Agreements and Disclosures. To the extent required by Applicable Rules, we will notify you promptly if we decide to refuse a transfer. The notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

**g. Returned Transfers.**

You understand and agree that transfers may be returned for various reasons such as errors contained in your instructions. We may attempt to research the cause of a returned transfer and notify you to resend the transfer with the corrected information.

**h. Collection of Unpaid Debits**

In the event that a debit of any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account, we reserve the right, and you hereby

authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement and the Account Agreements and Disclosures.

## **19. P2P Transfer**

### **a. General Definitions regarding the P2P Transfer Service**

“Funding Account” means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.

“Member” means a person who is any one or more of the following: an individual, business or government agency enrolled in the P2P Transfer Service through any Participating Financial Institution; an individual or business that is enrolled in the Transfer Service to receive funds at the Member’s Financial Institution; or an individual, or business that is not yet enrolled in the P2P Transfer Service, but with whom you attempt to initiate a Transfer Transaction.

“Payment Account” means the Funding Account used for the Transfer Transaction, which will be the account from which fees for the Transfer Service will be paid.

“Participating Financial Institution” means any financial institution which is participating in or cooperating with the P2P Transfer Service. We are a Participating Financial Institution.

“Member’s Financial Institution” means any financial institution, including a Participating Financial Institution, holding a Member’s account that the Member has authorized to receive a transfer of funds as a result of a P2P Transfer Transaction.

“Transfer Service,” “P2P,” “P2P Transfer Service,” means the person-to-person (P2P) service providing transfer services from person to person.

“Transfer Transaction” means a transaction initiated through the Transfer Service to transfer funds out of your Funding Account to a Member.

### **b. Overview of the P2P Transfer Service.**

#### **i. The Network.**

We have partnered with the Visa Direct and MasterCard Send to enable a convenient way to transfer money between you and Members who have eligible accounts or enrolled with another financial institution that partners with those same entities. Aliases such as email addresses or mobile phone numbers may be used to prompt a Member to provide eligible account data so that a transfer may take place.

#### **ii. Terms and Conditions of P2P Transfer Service.**

Your use of the Transfer Service will be subject to this Agreement, and also to the following, which are considered part of this Agreement: the terms or instructions appearing on a

screen when using the Transfer Service; our rules, procedures, and policies and the Account Agreements and Disclosures applicable to the Transfer Service and your Funding and Payment Accounts, as amended from time to time; and Applicable Rules. Subject to all the terms and conditions of this Agreement, you may use the Transfer Service to engage in Transfer Transactions with other individuals or businesses who are Members with eligible accounts. You agree that you are enrolling as a Member of the Transfer Service. You agree that you will only use the Transfer Service for Transfer Transactions entered for lawful purposes. You will not use the Transfer Service to pay taxes or other amounts owed to government entities. You will not use the Transfer Service to pay court-ordered amounts such as alimony or child support. We may at any time decline any Transfer Transaction that we believe may violate applicable law.

### **iii. Eligible Accounts for P2P Transfers**

In order to use the Transfer Service, you must have an eligible Funding Account. For the Transfer Service offered directly through Digital Banking, eligible Funding Accounts include only checking accounts. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in the Funding Account. You agree that you will not use the Transfer Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.

### **iv. Registering an Email Address or Phone Number.**

As part of enrollment into the Transfer Service, your email address or phone number may be stored for the use of prompting to enter Account information or notification that a transfer has been initiated.

### **c. Use of Telephone and Text Messages.**

#### **i. Sending Emails and Text Messages on Your Instruction.**

Each time you send money using the Transfer Service, you are also authorizing and instructing us to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note: **1.)** Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction. **2.)** These emails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.

#### **ii. Communicating with You.**

You agree that we may from time to time make telephone calls, send emails and text messages to you in order to:

- notify you of Transfer Transactions, or
- service your accounts.

You agree that we may call using prerecorded/artificial voice messages or send text messages and, for both calls and text messages, may also use automatic telephone dialing systems. We may call you and send messages to you at any email address, telephone number, or mobile phone number you have provided to:

- us,
- any other Participating Financial Institution, or
- a Member.

You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such email address, telephone number or mobile phone number you have provided to any of these persons for use with the Transfer Service. You further acknowledge and agree that:

- In the case of any messages that either you may send through us or that we may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us including messages that you may send through us, that we may send, or may send on your behalf.
- To cancel text messaging from us, send STOP when prompted. For help or information regarding text messaging contact our customer service number. You expressly consent to receipt of a text message to confirm your “STOP” request.
- In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

**iii. Declining to Use an Email Address or Telephone Number.**

We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

**d. Fees for Transfer Service.**

Currently there are no fees for the use of the P2P service; however, other service charges may apply. See Section 29 below. We may decide to impose a fee for this service at any time for any reason. We will give you reasonable notice of such change as required by law. You may incur fees from other sources due to your agreements with other relationships when using this service; e.g. your mobile service provider.

**e. Mode of Payment.**

The Funding Account used for the Transfer Transaction will be the account from which fees for the Transfer Service will be paid (your "Payment Account"). You authorize us to collect the fees from your Payment Account.

**f. Accessing your Funding Account.**

You authorize us to provide access to your Funding Account and Payment Account through the Transfer Service to initiate and complete Transfer Transactions. To access the Transfer Service, you must have a username, a password, and the required hardware and software to use Digital Banking. You must also comply with any other security procedures and policies we may establish from time to time as provided herein. You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Transfer Service. Not all types of accounts are eligible for Transfer Transactions. We reserve the right to decline the use of any account as a Funding Account or Payment Account that we believe may present a risk to you and/or us.

**g. Sending Money; Debits by Participating Financial Institutions.**

You may send money to another Member at your initiation. You understand that use of this Transfer Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Participating Financial Institution to initiate a debit entry to your Account. You understand that when you send the payment, you will have no ability to stop it. In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. You understand and acknowledge that a person to whom you are sending money and who is not registered as a Member may fail to complete the request for account information required to complete the transaction, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of other Members, other Participating Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Member.

**h. Transfer Transactions Subject to the Rules of the Funding Account.**

All Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Transfer Transaction to a Member's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g. Visa or Mastercard).

**i. Transfer Transaction Descriptions.**

We may permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or

comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

**j. Failure or Rejection of Transfer Transactions.**

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate and is not binding on us. You understand and agree that we have no control over the actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving Member does not enroll in or register with the Transfer Service,
- the receiving Member does not complete the necessary steps in providing the needed information to complete the transfer, or
- the receiving Member does not register with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the fund transfer is not completed, we may try to notify you to contact your intended recipient but are not required to do so. If you do not have enough money in your Funding Account to make a fund transfer, we may reject your request to initiate the fund transfer. We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Member or from a Member's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Member or customers of that institution.

**k. Authorization for Fund Transfer and Suspense of Funds.**

You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the funds in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Transfer Service, or if your Funding Account has been open for less than thirty (30) days, we may hold your funds in the suspense account for up to fifteen (15) Business Days before either returning the funds to you or sending them to the recipient. You also agree that the Member's Financial Institution receiving the funds for a Transfer Transaction may hold those funds for a reasonable period of time while attempting to identify an account for a Member who has either:

- not yet enrolled in the Transfer Service,
- not yet identified an account, or
- closed the recipient's prior account but still has other accounts open with the Member's Financial Institution.

You understand that the Member's Financial Institution receiving the funds may require a Member to manually accept each funds transfer you send to the Member. If the Member does not accept the funds transfer within the time frame set by the Member's Financial Institution, the funds will be returned to you. You understand and agree that we have no control over whether the Member's Financial Institution will require manual acceptance, or how long the Member's Financial Institution will hold the funds before returning them. You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

**i. No right to Cancel or Stop a Transfer Transaction.**

Transfer Transactions that are in process cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member to whom you send money through a Transfer Transaction.

**20. Bill Pay Service**

The "Bill Pay Service" allows you to schedule bill payments through your Digital Banking profile.

**a. Eligible Payees**

You may only designate payees with addresses in the United States. We reserve the right to determine who may be a payee.

**b. Initiating Payments**

In order for us to process payments using the Bill Pay Service, you must first give us instructions in the content and formatting standards that we may require from time to time. We are not under any obligation to complete a request for a payment until such time as we obtain all information required to process the payment instruction in accordance with the terms and conditions of this Agreement. You are solely responsible for ensuring the accuracy of any information that you provide in your payment instructions, identifying any errors contained in your payment instructions, and informing us as soon as possible if you become aware of any such errors. We are not responsible for confirming such information, or for identifying or rejecting errors or duplicate payment instructions.

**c. Processing Payments.**

The Business Day that you instruct us to process a payment using the Bill Pay Service is the "Payment Date." If a payment is requested on a Business Day prior to the cut-off time that we may establish from time to time, we will withdraw the funds at or around the end of that Business Day and mail a check to the payee or initiate an electronic payment on the Payment Date. Payments requested on or after the cut-off time on a Business Day, or anytime not on a Business Day, will be processed at or around the end of the next Business Day. We do not have to make a payment if you do not have sufficient funds or credit available for the payment on the Payment Date. Although you can enter a payment request 24 hours a day, 7 days a week, your designated Payment Date must be on a Business Day. If you instruct us to make a payment on a day other than a Business Day, the applicable Payment Date will be the following Business Day.



#### **d. Scheduling Payments**

You should schedule payments sufficiently in advance to ensure that they are received and credited by your payee by the payment due date. **WE RECOMMEND THAT YOU SCHEDULE THE PAYMENT DATE AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE WITHOUT REGARD TO ANY GRACE PERIOD.** Although we may be able to pay certain payees electronically on or around three (3) Business Days after you submit your request, it could take longer for payments sent by mail. It is your responsibility to request that payments be made in such a manner that they will be paid on time. You are solely responsible for any damages, such as late fees and finance charges that may be imposed as a result of your failure to identify the correct Payment Date and transmit your payment instruction to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Payment Dates (especially for payees that will receive payment by mail during peak holiday periods) well in advance of the payment due date. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly. In addition, we will not be liable if any third party through which any bill payment is made (e.g., the postal system) fails to properly transmit the payment to the intended payee. You may cancel or change any scheduled payment by utilizing Digital Banking up until 3:00 p.m. central time on the Payment Date.

#### **e. Rejecting Payment Requests.**

We may reject any payment request with or without cause or prior notice except to the extent required by Applicable Rules. If we do, we will notify you promptly of the rejection orally, electronically or in writing.

### **21. Mobile Capture**

#### **a. General Description of Remote Deposit Service.**

This Section 21 governs the mobile deposit capture service (“Mobile Capture”). Mobile Capture allows you to make deposits to your Accounts by scanning Checks using a mobile device to create a picture of the checks and delivering the Images and information required hereby to us. The camera must capture an image of the front and back of each Check (as herein defined) to be deposited (each an “Image” and, together the “Images”) in accordance with the Procedures (as herein defined). After capture of the Images and all other required data and information from each check, you will transmit the Images and all other required data and information from or pertaining to all checks (each such file a “File” and, if more than one, “Files”) to us via the Internet or cellular carrier.

#### **b. Deposit Limits**

Mobile Capture is intended for personal, not business or commercial use. You agree that you will not use Mobile Capture to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use Mobile Capture with your business Account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of Mobile Capture if we believe that you are using Mobile Capture for business or commercial purposes, or for any unlawful purpose. For security reasons, we reserve the right to establish and assign to you deposit limits

for Mobile Capture (including limits on the dollar amount and/or number of Checks that you may transmit through Mobile Capture each day) and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits (collectively, the “Deposit Limit”).

**c. Checks Deposited and Security Interest.**

You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”). You agree that the Image of the check that is transmitted to us (each such check and other item a “Check” and, if more than one, “Checks”) shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code then in effect in the state of Indiana. You further agree that you will not remotely deposit any Check or other item that: (i) are payable to any person or entity other than you, (ii) are drawn, or otherwise issued, by you on any of your accounts maintained at other financial institutions; (iii) are prohibited by us or are in violation of any Applicable Rules; (iv) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn; (v) have been previously endorsed by a bank and are either “substitute checks” (as defined in Reg CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks; (vi) are drawn on financial institutions that are located outside of the United States or territories of the United States or are payable in currency other than U.S. dollars; (vii) are not acceptable to us for deposit into a deposit Account as provided in the Account Agreements and Disclosures; (viii) were previously returned to you unpaid for any reason; (ix) are payable to another person or entity and then endorsed by you (unless you are acting as an Authorized Person for the payee); (x) are postdated or more than six (6) months old; (xi) are payable to cash; (xii) are travelers Checks; (xiii) made by any foreign or domestic federal, state, or local government authority (Checks described in clauses (i) through (xiii) each a “Prohibited Check” and, collectively, “Prohibited Checks”). If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) we may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained our written consent to do so, you provide us with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) we incur because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant us a security interest in all accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such accounts or other deposits, to secure your obligations to us under this Agreement, except for IRA or Keogh accounts or any trust accounts for which setoff would be prohibited by or would result in tax penalties under Applicable Rules.

**d. Scanning of Checks and Transmission of Files.**

You shall properly install and use all software required by this Agreement or otherwise required for, or related to, the use of Mobile Capture. You shall:

- (i) endorse each Check to be deposited as follows: “For Mobile Deposit Only at Centier Bank”;

- (ii) scan the front and back of each Check to be deposited and thereby capture the Image of the front and back of each Check and any other required data from each Check; and
- (iii) transmit the File containing the Images of and all other required data and information from or pertaining to such Checks to us in accordance with procedures provided by us to you (“Procedures”).

The Procedures may be provided by us at the time that you enroll in Mobile Capture or may be provided in any other manner selected by us. We reserve the right to amend the Procedures, with or without prior notice to you. To ensure accuracy, you shall balance the dollar amount of each deposit to the amount of the Check(s) prior to transmitting the File in accordance with the Procedures. You may send multiple Files to us throughout the day. The total number of Files or the dollar value of the Files sent by you to us on any day shall not exceed the Deposit Limit. If the total number of Files or the dollar value of the Files sent by you on any day exceeds the Deposit Limit, we may, at our option, refuse to accept the File that exceeds the Deposit Limit, or we may accept and process the File. You agree not to exceed the Deposit Limit.

To be eligible for processing on the day transmitted, Files must be received by us no later than the cut-off time on a Business Day we may establish from time to time. A File is considered received by us when a complete copy of such File has been written on a Bank electronic storage device in conformity with our technical and operational requirements. To meet the cut-off time, the entire File must be received by us prior to the cut-off time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, our records shall be determinative. A File which is not balanced in accordance with the Procedures or which is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by us. We reserve the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the cut-off time. All such changes shall be effective immediately and may be implemented prior to our receipt of notice thereof. You may contact us at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the cut-off time.

**e. Retention and Destruction of Original Checks**

You shall securely store all original Checks for a period of sixty (60) days after you have received notice from us that the File containing the Images of such Checks has been accepted (such period the “Retention Period”). During the Retention Period, you shall take appropriate security measures to ensure that: (i) only an Account holder shall have access to original Checks, (ii) the information contained on such Checks shall not be disclosed, (iii) such Checks will not be duplicated or scanned more than one time and (iv) such Checks will not be deposited or negotiated in any form. You shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You will use commercially reasonable methods of destruction approved by us to destroy original Checks after expiration of the Retention Period. You agree to indemnify and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same are based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. You will promptly (but in all events within five (5)

Business Days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

**f. Image and MICR Quality**

Each File transmitted by you to us shall contain Images of the front and the back of the Checks scanned and remotely deposited by you. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image: (i) the amount of the Check (both written and numeric); (ii) the payee of the Check; (iii) the signature of the maker of the Check; (iv) the date of the Check; (v) the Check number; (vi) the information identifying the maker and the paying bank that is preprinted on the Check, including the MICR line; (vii) the endorsement on the bank of Check; and (viii) all other information placed on the Check prior to the time an Image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check. Each Image shall also meet all standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association. You acknowledge that image technology may not capture all security features contained in the original Check(s) and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

**g. Receipt of File.**

An Image of an item shall be deemed received when you receive a confirmation from us that we have received and approved the Image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We are not responsible for items we do not receive or for Images that are dropped during transmission.

After we receive Images and all other required deposit information from you, we shall provisionally credit your Account for the total amount of the Check(s). The provision credit is subject to final payment of the Check and is also subject to your Account Agreements and Disclosures. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. We are not liable for any service or late charges that may be imposed against you due to our rejection of any Check that you transmit for deposit through Mobile Capture. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to a Check being returned. You acknowledge and agree that we may reject any Check transmitted through Mobile Capture in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection.

**h. Availability of Funds.**

In general, any item transmitted, received and accepted by us before 5:00 p.m. central time on a Business Day will result in that day being the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. We generally make funds from your Files available to you in accordance with the timeframes and in the

amounts set forth in your Account Agreements and Disclosures. We reserve the right to place a hold on funds deposited as described in the Account Agreements and Disclosures.

**i. Collection of Checks**

We, in our sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank and shall select the clearing agents used to collect and present the Images, and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Applicable Rules and the terms of the Account Agreements and Disclosures.

**j. Contingency Plan**

You agree that, in the event you are not able to capture, balance, process, produce or transmit a File to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will transport the originals of all Checks to the closest office of Bank and deposit original Checks with us until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Account Agreements and Disclosures and not by the terms of this Agreement.

**k. Warranties. You represent, warrant, and covenant the following to us:**

- (i) **Checks Deposited.** You shall only deposit Checks that are authorized by this Agreement, the Procedures, and the Account Agreements and Disclosures.
- (ii) **Image Quality.** Each Image transmitted by you to us contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement.
- (iii) **Accuracy of Information.** All data and other information submitted by you to us, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement.
- (iv) **No Duplicates.** You will not: (x) create duplicate Images of the Checks, (y) transmit a duplicate Image or File to us, or (z) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s).
- (v) **No Loss.** No subsequent transferees of the Check(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or

endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check.

- (vi) **Information.** All information provided by you to us is true, complete and accurate.
- (vii) **Transactions.** All of your Checks and business transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- (viii) **Rule Compliance.** You shall submit Files in compliance with this Agreement, the Procedures, and Applicable Rules.
- (ix) **Computer Virus.** No Files contain any computer viruses or other harmful, intrusive or invasive codes.
- (x) **Indemnity.** You agree to indemnify and hold us harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations, covenants and/or obligations under this Agreement or any other agreement between you and Bank, including but not limited to, the Account Agreements and Disclosures.

#### **I. Returned Checks.**

If Images of Checks deposited are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Section 21, the original Check will not be returned, and we may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by us, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

### **22. Electronic Fund Transfers: Your Rights and Responsibilities**

This Section 22 applies only with respect to electronic fund transfers on any Account that is a demand deposit, checking, savings, or other consumer asset account, as each are subject to the Electronic Fund Transfer Act and Regulation E, as amended, notwithstanding any other provision in this Agreement to the contrary.

#### **a. Periodic Statements**

You will get a monthly Account statement from us for your checking Accounts. You will get a monthly Account statement from us for your savings Accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

**b. Preauthorized Transfers**

**i. Right to Stop Payment and Procedure for Doing So**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

**ii. Notice of Varying Amounts**

If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**iii. Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**c. Financial Institution's Liability for Failure to Make Transfers**

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will only be liable to you to complete such payment or transfer. Under no circumstances will we be liable for any damages that you may suffer, including consequential damages, due to our failure to complete a payment or transfer. Specifically, we will NOT be liable to any extent whatsoever:

- (i) If you do not have adequate funds to complete the transaction from the specified Account, if that Account has been closed or is not in good standing, or if we reverse a transaction because of insufficient funds;
- (ii) If you have not properly followed our instructions on how to make a transfer or payment;
- (iii) If you have not given complete, correct, and current instructions so that a transfer or payment can be made properly;
- (iv) If you do not authorize a transaction soon enough for your transaction to be completed properly by the time it is due;
- (v) If you request a transaction amount that is less than the minimum or more than the maximum dollar limits we have established;
- (vi) If we or our agent reasonably believes that the transaction may be unauthorized and based thereon the transaction is not completed;
- (vii) If any part of a transaction appears to be in violation of Applicable Rules;

- (viii) If the funds in the Account from which a transaction is to be conducted is subject to garnishment, levy, asset seizure, citation, or other legal process or claim which restricts the transaction;
- (ix) If we process your transaction in a timely manner, but the recipient rejects your transaction or fails to process it in a timely manner;
- (x) If the Service or your or our equipment, hardware, or software was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction; or
- (xi) If circumstances beyond our or our agent's control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreements with you. If any of the circumstances listed in (i) through (xi) above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

**d. Unauthorized Transfers**

**i. Consumer liability.**

Tell us AT ONCE if you believe your card and/or code have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**ii. Contact in Event of Unauthorized Transfer.**

If you believe your card and/or code has been lost or stolen, notify us in person, by telephone, through your Digital Banking profile, or in writing at the telephone number or address listed in this Section 22. You should also call the number or write to the address listed



in this disclosure if you believe a transfer has been made using the information from your check without your permission.

### **iii. Error Resolution Notice**

If you think that your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error, the transfer or payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. We will tell you the results of our investigation within ten (10) Business Days (or twenty (20) Business Days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we will need more time, however, we may take up to forty-five (45) days (or ninety (90) days if the transfer involved a new Account) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (or twenty (20) Business Days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. Your Account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before this Account is opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

CENTIER BANK  
600 EAST 84TH AVE.  
MERRILLVILLE, INDIANA 46410-6366  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (219) 756-BANK or 888-CENTIER  
MORE DETAILED INFORMATION IS AVAILABLE ON  
REQUEST

### **23. Unauthorized Transactions or Errors on Business and Other Non-Personal Deposit Accounts**

This Section 23 applies only with respect to deposit Accounts established for business or other non-personal purposes. Authorized Persons must notify us immediately if they discover any unauthorized transactions or errors with respect to any business or non-personal

deposit Account, and must send us a written notice of the problem within a reasonable time (not to exceed sixty (60) days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). We may process any instruction we believe is given by any of you if the instruction is accompanied by your Credentials, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.

#### **24. Entire Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE RULES, OUR OBLIGATIONS UNDER THIS AGREEMENT SHALL CONSTITUTE OUR ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY, AND IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY) ARISING IN ANY WAY OUT OF OR RELATED TO THE SERVICE OR ANY SYSTEMS, SOFTWARE AND/OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY INSTALLATION, MAINTENANCE, CONFIGURATION OR COMPATIBILITY ISSUES RELATED THERETO; MECHANICAL OR ELECTRONIC EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE INTERNET AND COMMUNICATION LINES; ACCESS TO AND USE OF DIGITAL BANKING; YOUR SYSTEMS; AND FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH COMMUNICATIONS NETWORKS. WE ARE NOT LIABLE FOR ANY DAMAGES OR LOSS THAT MAY BE CAUSED TO ANY SYSTEM, EQUIPMENT AND/OR SOFTWARE DUE TO ANY MALICIOUS CODE, VIRUSES, DEFECTS OR MALFUNCTIONS, INCLUDING BUT NOT LIMITED TO ANY LOSS OF INFORMATION. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

#### **25. Disclaimer of Warranties**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE RULES, DIGITAL BANKING AND ALL RELATED DOCUMENTATION, SERVICES AND INFORMATION INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AS TO DIGITAL BANKING, RELATED DOCUMENTATION AND ALL INFORMATION INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICE, AND YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT DIGITAL BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

#### **26. Indemnification**

To the fullest extent permitted by Applicable Rules, you shall indemnify us and each of our parents, subsidiaries and affiliates and our and their respective officers, directors, shareholders, employees, members, managers, partners, agents, insurers and attorneys (each and "Indemnified Party" and, collectively, the "Indemnified Parties") and hold each of the Indemnified Parties harmless from and against all actions, causes of action, suits, proceedings, claims, damages,

liabilities, losses and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, Digital Banking, including all actions, causes of action, suits, proceedings, claims, damages, liabilities, losses and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to us, (iii) breach or failure to maintain compliance with this Agreement, your Account Agreements and Disclosures, all Applicable Rules, and such other written requirements that we may furnish to you in connection with Digital Banking from time to time, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, or (vi) deposit of a Prohibited Check or (b) our (i) provision of Digital Banking or (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by us to be an authorized representative of you; *provided, however*, you are not obligated to indemnify us for any damages solely and proximately caused by our willful misconduct.

## **27. Limitations of Liability**

WE AND YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE A BARGAINED FOR ALLOCATION OF RISK AND LIABILITY, AND AGREE TO RESPECT SUCH ALLOCATION OF RISK AND LIABILITY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

## **28. Bank's Duties.**

Our duties and responsibilities are limited to those described in this Agreement, the Account Agreements and Disclosures, and Applicable Rules. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any Applicable Rules, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, impair, or otherwise affect our complete or partial performance under this Agreement.

## **29. Fees and Service Charges**

There is currently no fee or charge for the use of Digital Banking. Please see your service charge schedule for information on other fees that may apply to your Account, such as overdraft, returned item, or stop payment fees. The Bank reserves the right to impose fees and/or other service charges for access to or use of the Service. We will promptly notify you of any new fees or change in the fees for these services if and to the extent required by Applicable Rules. You authorize us to automatically deduct these charges from the Account you designate for this purpose and the charges will appear on your statements. If you close that Account, you will need to designate a new Account for such payments. You hereby

acknowledge and agree that we shall have a right of setoff against each of your accounts to pay any and all fees, returns and refunds owed to us by you under this Agreement.

### **30. Termination or Suspension**

To terminate your access to the Service, you must notify us and provide your name, address, and the effective date of termination. You may notify us by one of the following methods:

- Telephone Centier Bank during normal business hours at (888) 236-8437;
- Write to us at 600 East 84th Avenue, Merrillville, Indiana 46410; or
- Email us at [clientsupport@centier.com](mailto:clientsupport@centier.com).

Centier Bank reserves the right to terminate this Agreement or suspend your access to this Service in whole or in part at any time and for any reason or no reason, including, but not limited to (a) if you do not pay any fee required by this Agreement when due, (b) if you do not comply with this Agreement or the Account Agreements and Disclosures, (c) if your Accounts are not maintained in good standing, or (d) if you do not log in to Digital Banking for a period of at least 180 consecutive days. We will promptly notify you if we terminate this Agreement or suspend your use of this Service if and to the extent required by Applicable Rules.

When the Service is terminated, any transfers or payments scheduled to be made may also be cancelled, in which case you will be solely responsible for making alternative arrangements to make transfers or payments to the intended payees.

### **31. Changes in Services**

We may introduce new services or enhance existing services from time to time. Unless we state otherwise, any new or enhanced services will be subject to the terms of this Agreement. By using new or enhanced services when they become available, you agree to be bound by the terms and conditions relating to the services. We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to any of you at the address or email address shown in our records, by posting the notice or an amended agreement on our web site, or delivering it to you. Your continued access to or use of Digital Banking, or any part thereof, shall be effective as your acceptance of any amendment to this Agreement. You may choose not to accept the change by closing your Account(s) or terminating this Agreement and your use of the Service.

### **32. Confidentiality and Privacy**

Your privacy and the security of your information are not only important to us, they are essential to our business. If you are an individual requesting or obtaining the Service for personal, family, and household purposes, our privacy notice, as amended from time to time (available online at <https://www.centier.com>), applies to your use of any of the Service. You agree that we may collect, use and share your personal information in accordance with the privacy notice, if applicable to you, and to deliver and maintain the Service. Our sharing of your information may include providing a service provider, merchant, the applicable payment association or clearing house (such as a Federal Reserve Bank, Mastercard, or NACHA), and others (such as a payment processing entity or a token service provider) your name, Account number, routing number, email

address, phone number, and other information as required to complete a transaction, or to facilitate your participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. We can also share your information in order to make information available to you about your transactions, and to improve our ability to offer the Service. Once we share your information with a third party, you agree that the third party, and not Centier Bank, is responsible for the security and use of your information, and that your data will be subject to their privacy policies. You acknowledge that the use and disclosure of any personal information provided by you directly to a third party will be governed by such party's privacy policy and not our privacy notice.

### **33. Other Applicable Agreements and Rules**

Each of your Accounts remain subject, as applicable to the Accounts, to the Account Agreements and Disclosures. Please review your Account Agreements and Disclosures, which contain important legal terms and conditions and legally required disclosures regarding unauthorized transactions, statement errors, fees, funds availability policies, and transaction limitations, as well as other important matters. In the event there is any conflict or inconsistency between this Agreement and the Account Agreements and Disclosures, this Agreement will govern and control with respect to the Service and the Account Agreements and Disclosures will govern and control with respect to all other matters; *provided, however*, that, if you have agreed to any Treasury Management Agreements, any and all conflicts or inconsistencies between the terms and conditions of this Agreement and the terms and conditions of the Treasury Management Agreements shall be resolved in favor of the Treasury Management Agreements, and the terms and conditions of the Treasury Management Agreements that you have entered into shall govern and control. This Agreement constitutes the entire statement of the terms and conditions which apply to the subject matter hereof. Except for the Account Agreements and Disclosures and any Treasury Management Agreements, this Agreement supersedes any prior agreements between the parties relating to the Service. This Agreement is governed by federal law and, to the extent state law applies, the laws of the state of Indiana, without regard to principles of conflicts of laws.

### **34. Waiver.**

Except as expressly provided herein, the rights and remedies of the parties to this Agreement are cumulative and not exclusive. Neither the failure nor any delay by any party in exercising any remedy, right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such remedy, right, power, or privilege; no single or partial exercise of any such remedy, right, power, or privilege will preclude any other or further exercise of such remedy, right, power, or privilege or the exercise of any other remedy, right, power, or privilege; and no single or partial waiver in by either party in one instance shall obligate such party to grant any other waiver in any other instance. To the maximum extent permitted by Applicable Rules, (i) no waiver shall be effective unless the waiver is set forth in writing and signed by a duly authorized representative of the party entitled to grant the waiver; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

### **35. Severability**

If any provision of this Agreement conflicts with the Applicable Rules under which this Agreement is to be construed, or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Rules. The remaining provisions of this Agreement and the application of the challenged provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

### **36. Survival**

All representations and warranties, payment and indemnification obligations, security interests, and limitations of liability set forth in this Agreement shall survive termination of the Agreement.

### **37. Assignment**

You may not assign this Agreement, or any of your rights or obligations, to any other party. We may assign or delegate all or certain of our rights and responsibilities under this Agreement to affiliated entities, independent contractors or other third parties. If more than one person is authorized to use the Service, he or she is bound jointly and severally under this Agreement, and we may act on the instructions of any of you.

### **37. Third Party Beneficiaries**

This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against you or us, or any of your or our respective successors, assigns and affiliates.

### **38. Relationship of the Parties**

This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

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