



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,” the “Services,” 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, orders, directives, policy statements, and guidance of all federal, state, and local governmental authorities, government-sponsored enterprises, or self-regulatory organizations; operating circulars; and card association, payment network, and clearing house rules and guidelines.

“Authorized Person” means your agent, representative, guardian, conservator, officer, owner, principal, member, manager, employee, agent, or other person with actual or apparent authority 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,” “Bank,” and “Financial Institution” 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 at least one of you is at least eighteen (18) years of age, and you 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 84th Avenue, Merrillville, Indiana 46410; or
- Email us at 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;
- Access personal financial management software;
- View your credit scores, financial education and reports, and product offerings for which you may qualify;
- 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 through Bill Pay or Zelle;
- 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. Credit Scores and Product Offers.

Any credit score or report provided by SavvyMoney are for educational purposes, and they are intended to help you understand the factors that may affect your credit score. The score displayed through the Services may differ from the score used by the Bank or other lenders. Any

offers displayed through the Services are not pre-approvals and are not offers or commitments to lend to you. To obtain credit, you may still need to submit an application. A credit report may be requested at the time of application. All banking products and services are subject to eligibility, underwriting, and approval. Your credit terms and rates may be determined at the time you apply for credit. Terms and conditions and offers are subject to change without notice at any time.

16. 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.

17. 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 required by 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.

18. Zelle Service

a. Description of Services

We have partnered with the Zelle Network[®] operated by Early Warning Services, LLC, which facilitates the exchange of transfer messages between financial institutions (“Zelle[®]”), to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle[®] or enrolled with another financial institution within the Zelle Network[®] (as used in this Section 19, each a “User”) using aliases, such as email addresses, mobile phone numbers, or Zelle[®] tags. We will refer to financial institutions that are participating in or otherwise cooperating with Zelle[®] in this Section 19 as “Network FIs.” As used in these Zelle Network[®] Standard Terms in this Section 19 (as used in this Section 19, these “Terms”), “you” and “your” mean each owner, accountholder, depositor, signer, or other person with actual or apparent authority to access, conduct transactions on, and make decisions with respect to each enrolled account that has been identified by the Network FI holding the account as eligible to send and receive funds through the Service (as used in this Section 19, each an “Account”). Zelle[®] provides no deposit account or other financial services. Zelle[®] neither transfers nor moves money. You may not establish a financial account with Zelle[®] of any kind. All money will be transmitted by a Network FI.

b. Eligibility and User Profile

When you enroll to use the Service, you agree to these Terms. Your access to and use of the Service will be subject to these Terms; the Account Agreements and Disclosures; the terms and instructions appearing when you enroll for, activate, access, or use the Service; and all Applicable Rules. As of the date you enroll to use the Service and each time you access or use the Service thereafter, you represent and warrant that you have the authority to authorize debits and credits to each Account.

You agree that you will only use the Service for transfers entered into for lawful purposes, and not for purposes or activities that may expose us or Zelle[®] to legal, regulatory, or reputational risk or harm. Without limiting the generality of the foregoing, you agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments or other amounts owed to government entities, payment or collection of an overdue or defaulted debt, travelers’ checks, money orders, equities, annuities, currencies, digital assets such as Bitcoin or Ethereum, 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 Applicable Rules, payments in connection with any activities that are illegal under Applicable Rules, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service may include functionality for sharing, uploading or downloading Content. Subject to our Privacy Policy, you agree that we may use, copy, modify, display and distribute any Content you provide to us for the purpose of providing the Service and such other products and services offered by us related to the Service, and you hereby give us a perpetual, royalty-free, non-exclusive, worldwide, irrevocable, transferrable, and sublicensable license to do so. You represent and warrant that you have the full right to license such Content to us. You will not upload or provide Content that, in our sole judgment, is objectionable, restricts or inhibits any person or entity from using any portion of the Service, or which may expose us, our affiliates, Zelle[®], any Network FIs, or our or their customers to harm or liability of any nature. You also may not attempt to derive source code from the Service, obtain Content that we or other Users did not intend to provide to you, introduce or expose the Service to malware, or otherwise take or omit to take any action that would be illegal under Applicable Rules, infringe any intellectual property or other rights, harm or compromise the security or integrity of the Service, or otherwise access or use the Service other than as we intended. We have the absolute discretion to remove Content at any time, without notice, and for any reason or no reason. We may, but are not obligated to, monitor such Content to detect and prevent fraudulent activity or violations of these Terms. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and Zelle[®] are not responsible, and assume no liability, for any Content, including any loss or damage to any of your Content. We and Zelle[®] make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

You agree that you are the legal owner of the Accounts and other financial information which may be accessed via your Digital Banking profile or an authorized representative of such legal owner. You agree not to misrepresent your identity or your Account information and you understand that you are required to keep your personal contact information current and up to date for this purpose. You agree to keep us informed of changes to your email address and other personal contact information on file. If you do not update your personal contact information, we will continue to send any notifications or other communications to the contact information on file with us until you notify us otherwise and we have a reasonable period time to act upon such notice. You also agree that you are an authorized user of cellular phone, tablet, desktop computer, or other computing device used to access and use the Service (each a “Device”).

c. Privacy, User and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy on our website. The Privacy Policy is incorporated into and made a part of these Terms by reference. You are ultimately responsible for keeping your access credentials and Account information confidential. You agree to take every precaution to safeguard and ensure the safety of your identity, Accounts, transactions and confidential access credentials and passwords when using the Service. You agree to never give your personal information, Account information, or access credentials and passwords to anyone you do not know, whose identity you cannot verify, and who are unauthorized to conduct transactions on your Account(s). To the fullest extent permitted by Applicable Rules, if you give your personal information or access credentials to someone and that person uses your information to access your Account(s), you agree that such use will be deemed authorized by you, and you agree that you will also be liable for all transactions performed by such individual(s). We reserve the right to rely upon access to your Digital Banking profile, using the access credentials you provide as legitimate. We will never contact you and ask you to give us your access credentials or other Account information, including personal

identification numbers and Account numbers, over the phone, by email, or by text message. You agree to remain vigilant for phishing and other fraudulent scams and to notify us promptly if you become aware of or suspect fraudulent activity involving your identity or your Accounts. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be liable unless and only to the extent required by Applicable Rules. For added security, you agree to not leave your Device unattended while logged into your Digital Banking profile and you will log off immediately at the completion of each session. To the fullest extent permitted by Applicable Rules, we and our Digital Banking platform service provider will not be liable for any damages or losses because of your failure to comply with these Terms.

Please understand that we do not guarantee that your Device or telecommunications service provider will be compatible with the Service. It will be your responsibility to ensure that your Device is protected from harmful components which could result in damage to your Device and damage that could result in information being intercepted by a third party. We are not responsible or liable for any damages as a result of malware, viruses or other harmful components; if any nonpublic personal information is accessed via the Digital Banking platform due to any virus or other malware residing in or being contracted by your Device at any time, from any source; for errors or delays or your inability to access the Service that is caused by your Device or telecommunications service provider; for the cost of upgrading your Device in order to remain compatible with the Service; or for any damage to your Device or the data within.

d. Wireless Operator Data

We or Zelle[®] may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator compatible with the Service) to disclose information about you, your Accounts, and your Device, including, without limitation and to the extent applicable, your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third-party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle[®] with your wireless operator account profile information for the duration of our business relationship. See Zelle[®]'s [Privacy Policy](https://zellepay.com/privacy-policy) at zellepay.com/privacy-policy for how it treats your data. You can review our Privacy Policy on our website.

e. Enrolling for the Service

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent text-message-enable U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. The Service may include functionality for you to add a unique alphanumeric identifier to your enrolled User profile to be used in lieu of your U.S. mobile phone number or email address when sending or receiving money, which will be your “Zelle[®] tag.” You will be limited to one Zelle[®] tag per Account, and each Zelle[®] tag must have one U.S. mobile phone number or email address associated with it. Your Zelle[®] tag must meet the Content standards in Section 19(b) above. You may not select a Zelle[®] tag that misleads or deceives other

Users, as to your identity or otherwise. Although neither we nor Zelle[®] have any obligation to monitor user Zelle[®] tags, both we and Zelle[®] have absolute discretion to remove a User's Zelle[®] tag at any time and for any reason or no reason without notice. We and Zelle[®] may require you to change your Zelle[®] tag in our sole discretion, and we may elect to make a Zelle[®] tag unavailable to you, without any liability of us or Zelle[®] to you. We and Zelle[®] may also monitor User Zelle[®] tags to detect and prevent fraudulent activity or violations of these Terms. You understand that by using the Service, you may be exposed to a Zelle[®] tag that is offensive, indecent, or objectionable. We and Zelle[®] are not responsible, and assume no liability, for any User Zelle[®] tags, including any loss or damage caused thereby. We and Zelle[®] make no representation or warranty that a User Zelle[®] tag accurately identifies a particular User. We respect the intellectual property of others and require that Users comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for Users who use or publish Content on the Service that does not comply with the restrictions set forth in these Terms.

Once enrolled, you may, subject to these Terms (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and receive money from another User either at that User's initiation or at your request. If, at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner or authorized user of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

f. Consent to eMails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in these Terms. You consent to the receipt of emails or text messages from us, from Zelle[®], from other Users who are sending you money or requesting money from you, and from other Network FIs or their agents regarding the Services or related transfers between Network FIs and you. You agree that we may, Zelle[®] may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

(i) You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

(ii) You will immediately notify us if any email address or mobile phone number you have enrolled is (A) surrendered by you, or (B) changed by you.

(iii) In the case of any messages that you may send through either us or Zelle[®] or that we may send or Zelle[®] may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text

messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle[®] sends on your behalf may include your name and Account information.

(iv) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle[®], including messages that you may send through us or through Zelle[®] or that we may send or Zelle[®] may send on your behalf.

(v) To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our Customer service at (888) 236-8437. You expressly consent to receipt of a text message to confirm your “STOP” request.

(vi) Supported Carriers: Check with your carrier to confirm availability.

g. Receiving Money; Money Transfers by Network FIs

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle[®] tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the Account you have enrolled.

You agree that we may hold money we receive on your behalf for a reasonable period of time if you have either not yet identified an Account to receive a transfer or closed your prior Account but still have other accounts open with us. We may return all or part of any transfer to the Network FI, at any time and in our sole discretion, if any of the following apply: (i) we are unable to establish that you are the intended recipient of the transfer; (ii) you do not enroll with the Service the specific email address, mobile phone number, or Zelle[®] tag the sending User has provided to us for you; (iii) we reasonably believe that completing the transfer would violate any Applicable Rules; (iv) the User sending the money has exceeded any of the sending limits established by the User’s financial institution for the applicable transfer(s); (v) you have exceeded or will, by receiving the pending transfer, exceed any of your receiving limits for the applicable transfer(s); (vi) we are advised that any of the Network FI, the User initiating the transfer, or the owner of the Account from which the payment was made, has alleged that the transfer was fraudulent or unauthorized; or (vii) you do not identify an Account within a reasonable time, not to exceed 14 calendar days, after you are sent notice of a pending transfer.

You agree that you are responsible for the full amount of any transfer we credit to your Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed transfer, plus any applicable fees, from your Account or from any other account you have with us, without prior notice to you. You agree that you will be solely responsible for resolving any payment dispute with any User from whom you receive money through a transfer.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both these Terms and the procedures of the business or government agency that is sending you the payment.

h. Sending Money; Debits by Network FIs

You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) these

Terms, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled their mobile phone number or email address in the Service. If the person you sent money to has already enrolled with Zelle[®], either in the Zelle[®] mobile app or with a Network FI, the money is sent directly to the recipient's Account (except as otherwise provided below) and may not be canceled or revoked.

You agree that each payment instruction you give us is an authorization to send money on your behalf. You authorize us to withdraw the money from your Account immediately upon receiving your instruction for the transfer and to place the money in a suspense account pending completion of the transfer. You understand and agree that in the case of a transfer to a person who has not yet enrolled in the Service, or if your Account has been open for less than 30 days, we may hold your money in the suspense account for up to 15 business days before either returning the money to you or sending it to the recipient.

i. Delayed or Blocked Transfers

In most cases, transfers will occur in minutes; however, there are circumstances when the payment may take longer. We do not make any representation or warranty that any particular transfer 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 is only an estimate, is not binding on us. You understand and agree that we have no control over the actions of other Users, or Network FIs or other financial institutions, that may prevent a transfer from being completed or may delay its completion. For example, in order to protect you, us, Zelle[®] and the other Network FIs, we may need additional time to verify your identity or the identity of the person sending or receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle[®], either in the Zelle[®] mobile app or with a Network FI, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle[®], or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with Applicable Rules. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (which may include email, push notification, or text messaging).

j. Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE RULES, YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, WE AND ZELLE[®] SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (I) OUR ACCESS TO THE ACCOUNTS; (II) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSFER INSTRUCTIONS; (III) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS, WHETHER BY KEYSTROKES OR OTHERWISE; (IV) ANY FAILURE, THROUGH NO FAULT OF US OR ZELLE[®], TO COMPLETE A TRANSFER IN THE CORRECT AMOUNT OR TO THE CORRECT RECIPIENT; (V) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY OTHER

FINANCIAL INSTITUTION; (VI) ANY TRANSFER LIMITATIONS SET BY THE OTHER FINANCIAL INSTITUTIONS; AND/OR (VII) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD-PARTY NOTIFICATIONS SENT TO RECIPIENTS' EMAIL ADDRESSES OR MOBILE PHONE NUMBERS PROVIDED TO US.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE[®] TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE[®] DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

k. Send Limits

Please refer to your Account Agreements and Disclosures for any limitations upon transfers that may be conducted at any time. For security reasons, there may be additional limits on the number and amount of transfers you can make using the Service, which may be changed at any time to the extent permitted under Applicable Rules.

l. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle[®] guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle[®] accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle[®] may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting these Terms, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us, Zelle[®], Network FIs, and our and their respective owners, shareholders, partners, members, managers, directors, officers, employees, and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary, special, punitive, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle[®]. Neither we nor Zelle[®] assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

m. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE RULES, WE AND ZELLE® MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. WE AND ZELLE® DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

n. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE RULES, IN NO EVENT WILL WE, OUR AFFILIATES, NETWORK FIS, ZELLE®, OR ANY OF OUR OR THEIR RESPECTIVE OWNERS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (i) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US, OUR AFFILIATES, NETWORK FIS, ZELLE®, OR ANY OF OUR OR THEIR RESPECTIVE OWNERS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE RULES, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

o. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in these Terms, you agree to indemnify, defend and hold harmless Centier Bank, its affiliates, Zelle®, Network FIs, and our and their respective owners, shareholders, partners, members, managers, directors, officers, employees, and agents and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys’ fees,

resulting from or arising out of your use, misuse, errors, or inability to use the Service, any violation by you of these Terms, or infringement or misappropriation of any intellectual property rights.

p. Miscellaneous

Subject to these Terms, this Service is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer service generally will be available Monday through Friday, excluding US Federal holidays. Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

19. 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 “Send On 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 Send On 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 Send On Date. Although you can enter a payment request 24 hours a day, 7 days a week, your designated Send On 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 Send On 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 SEND ON 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 Send On 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 Send On 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 Send On 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.

20. 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

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 System 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 provisional 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. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image(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.

l. 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.

m. 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.

21. 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 are 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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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.

30. 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.

31. 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.

32. 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.

33. 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, (a) 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; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) 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.

34. 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.

35. 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.

36. 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.