

Online Banking Service Agreement

EFFECTIVE JANUARY 1, 2018

A summary of important changes (Notice of Change) is located at the end of this document.

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Welcome to PurePoint Financial

General Terms and Conditions

This Online Banking Service Agreement (“OLB Agreement”) sets forth general terms and conditions that apply to all Services, including services that are provided in Online Banking and while using PurePoint Financial Center Kiosk terminals.

1. **Agreement.** This OLB Agreement is entered into by and between the Bank and you upon your agreement to the terms and conditions of the OLB Agreement and/or your use of one or more of the Services provided by the Bank to you as set forth and described in this OLB Agreement.
2. **Definitions.** In addition to terms defined elsewhere in this OLB Agreement and for purposes of this OLB Agreement, the following terms shall be defined as follows:

“Account Agreement” or “Account Agreements” shall mean the [Personal Accounts & Services Disclosure and Agreement](#), [Personal Accounts Fee Schedule](#), and other required disclosures as related to your Activated Account.

“ACH” shall mean Automated Clearing House.

“Activated Account” or “Activated Accounts” shall mean savings accounts and certificate of deposit accounts maintained with PurePoint Financial.

“Bank,” “PurePoint Financial,” “we,” “us,” “our” and other similar terms shall mean PurePoint Financial, a division of MUFG Union Bank, N.A.

“Business Day(s)” shall mean Monday through Friday, excluding federal holidays.

“Code” or “Codes” shall mean your User ID, password, and any other tools or methods offered by the Bank as part of this Service to verify the authenticity of any transfer or payment order received by the Bank through the Service in your name. Some Services also present you with additional Security Procedures that supplement the Codes. For example, we may require that you enter an additional security code to sign in or perform an activity and that will still be considered part of the “Codes” for purposes of authenticating you pursuant to Security Procedures.

“Fee Schedule” or “Fee Schedules” shall mean the applicable fee schedule(s) that apply to your Activated Account.

“Kiosk” and “PurePoint Financial Kiosk” shall mean the on-site PurePoint Financial Center kiosk terminals available for use by customers of PurePoint Financial.

“Personal Account” or “Personal Accounts” shall mean one or more deposit accounts that are established by individuals for personal, family or household purposes.

“Other Agreements” shall mean all other applicable disclosures and agreements governing your Activated Accounts, including but not limited to, Account Agreements, notices, and additional fees and charges communicated to you by the Bank.

“Regulation E” shall mean 12 C.F.R. 1005, as it may be amended from time to time.

“Security Procedures” shall mean the Codes, as they may be revised from time to time, security codes, keys, personal identification numbers, template numbers, algorithms, procedures or other programs or key strokes that are used by the Service to prevent unauthorized access and/or use of a Service, and any other additional identification tool or method offered or required by the Bank in order to identify your identity when using the Service.

“Service” or “Services” shall mean one or more of the services described in this OLB Agreement.

The terms “you,” “your,” “customer,” and other similar terms shall mean each person that accesses the Service, an owner of the account and/or Activated Account that has agreed to this OLB Agreement and anyone else authorized by the owner of the account and/or Activated Account to exercise control over the owner’s account, Activated Account and/or the Service.

3. **Other Agreements.** Your use of the Services is governed by this OLB Agreement and may also be affected by Other Agreements. You acknowledge receipt of these Other Agreements, which may contain applicable fees, limitations on the number of transfers you may make or other restrictions which might impact the use of your Activated Accounts or accounts with one or more of the Services. This OLB Agreement supplements applicable Other Agreements; provided, however, that where the terms of this OLB Agreement differ from those of an Other Agreement, the terms of this OLB Agreement shall supersede those of the Other Agreements (to the extent of the inconsistency).
4. **Services.** The Services offered under this OLB Agreement include access to one or more of the following Services. Except to the extent otherwise indicated below, the following Services are each accessible using either your personal computer, mobile device, electronic wireless device or a Kiosk.
 - View balances, transactions, account statements for your Activated Accounts
 - Transfer funds between your Activated Accounts at PurePoint Financial (recurring internal transfers must be for the same amount) (“Internal Transfer(s)”). These transfers are available on a one-time or recurring basis.
 - Transfer funds between your Activated Accounts held in your name at the Bank and held in your name at other financial institutions located in the United States (“External Transfer(s)”). These transfers are available on a one-time or recurring basis.
 - Receive customer notices regarding your Activated Accounts
 - Schedule a domestic wire transfer out of your Activated Account (“Wire Transfer(s)”)
 - Request Activated Account related notices and alerts to be pushed to you via email (“Alert(s)”)
 - Engage in Mobile Banking
 - Utilize our Remote Deposit Services to make check deposits to certain Activated Accounts

Some of the features may appear within the Service but may not be available for use by you because: (i) you have not been approved by the Bank for that particular Service; or (ii) the particular Activated Account is not eligible for the Service. You will have access to those Services that are approved by the Bank for you and the applicable Activated Account or Activated Accounts.

5. **Electronic Agreement.** You are agreeing to enter into this OLB Agreement electronically. By your electronic agreement, you consent to all terms and conditions governing use of the Service as set forth in this OLB Agreement. We will make a printed copy of this OLB Agreement available at your request. However, we recommend that you print a copy this OLB Agreement for your records.
6. **Email Address.** A current, valid email address is critical to our successful delivery of the Service to you. You agree to maintain an active email account at all times and record such email address within your profile in the Service. You further agree to promptly notify us of a change of email address by changing the address at the My Profile link within the Service.

If we contact you at the email address of record within the Service and learn that the email is undeliverable to that address, we may, at our discretion:

- require you to provide a valid email address at next login attempt;
- require you to accept this OLB Agreement again at next login attempt;
- attempt to contact you through another means to obtain a valid email address; and/or
- suspend or terminate the Service for you and other users on your Activated Accounts.

If, for any reason the email address you provide us changes or becomes inoperable for more than a period of time determined in our discretion, you agree that we may suspend or terminate your access to some or all of the Services. In addition, your Activated Accounts may be subject to closure by us. If your Activated Account is a certificate of deposit, it may be subject to any applicable early withdrawal penalties.

7. **Computer Requirements.** The Service requires you to have certain computer capabilities, which we may change from time to time without prior notice to you. Refer to www.purepoint.com/online-banking/device-requirements for our current computer requirements.
8. **Activated Accounts.** You agree and acknowledge that your Activated Accounts may not have access to all the Services described in this OLB Agreement and/or may have restrictions that only provide for limited use of a particular Service. Generally, the Services described herein state which types of Activated Accounts are eligible for the applicable Service. Also, we may allow other types of accounts to be connected to the Service from time to time. Linked accounts are referred to as "Activated Accounts." Further, we reserve the right to determine which accounts can be connected to the Service.
9. **User Authentication.** We reserve the right in our sole discretion to deny access to the Service or reject a transaction on an Activated Account through the Service without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to the Service or before authorizing an online transaction from an Activated Account.

In the event you do not successfully provide the information requested, we may, at our sole discretion: (a) refuse a transaction; (b) require you to contact us by phone or in person at a PurePoint Financial Center for further validation of identity; (c) cancel the Service; and/or (d) take any security precautions we deem appropriate to prevent unauthorized use of the Service or Activated Account, including but not limited to closing your account.

10. **Security Procedures.** The Codes are the Security Procedures. You agree that the Bank may use the Security Procedures to verify the authenticity of an instruction, transfer request or payment order request (collectively, a "Communication") delivered to the Bank in your name. If the Bank verifies the authenticity of the Communication using the Security Procedures, then the Bank may rely on it and you will be obligated on the Communication, whether or not the Communication was authorized by you (if the Communication is an electronic fund transfer under Regulation E, you may have additional rights). Also, if a Communication was authorized by you, then you will be obligated on the Communication even if the Bank did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.

You agree to consider the size, type and frequency of transfers, Communications, or other money transactions when you use the Services. You will consider the risks presented by the possibility of unauthorized access to these Services and your obligation on the Communications even though they are unauthorized. You agree and acknowledge that the Security Procedures are commercially reasonable for

you, after considering these risks. Further, you agree and acknowledge and that you will be bound by the Communications in your name as set forth above.

Further, in your review of the Services, you agree to notify the Bank in the event your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Security Procedures you are using for that Service. If you fail to notify the Bank, then you acknowledge and agree that the security aspects of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

- 11. User Responsibility for Online Security.** To sign on to the Service, you are required to input your access Codes. After initial setup, you may be required to reset your password. To help safeguard your security, you should change your password frequently. Your password can be changed within the Service. Do not write your password anywhere or store it on your computer. If you forget your password, use the Forgot Password process in the Service or call us at 1-855-488-7873 to regain access. You should never include your password in any oral, written, faxed, or email communication with us or anyone. No Bank employee will ever ask you for your password.

You acknowledge that maintaining confidentiality of the Activated Account is your responsibility. You agree to maintain your account information and Codes, including your password, in strict confidence to prevent unauthorized access to your accounts and the Service. You further agree to immediately notify us of any unauthorized use, or potential unauthorized use, of the Service or Activated Account, or of any suspicious or unexplained activity in the Activated Account. You acknowledge that anyone with whom you share or who otherwise uses your Codes, including your password, will have access to your Activated Accounts for all purposes, including making withdrawals and transfers regardless of ownership of such accounts. You further acknowledge that you will be responsible for any access to and from an Activated Account for any purpose.

We reserve the right to require additional or alternative security protocols to access some or all of the Services, including transactions that we deem in our discretion to be higher risk.

Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity.

- 12. Account Statements.** You may obtain periodic statements for your Activated Accounts, which are your Activated Accounts held at the Bank, within the Service. We will notify you electronically when a statement is available for viewing within the Service. Each such electronic notice of the availability of your statement shall be deemed sent to, and received by, all account owners on the day we make it available to you electronically. You agree to contact us promptly if you cannot access your online statement for any reason.

Online account statements will be available for 7 years after date of electronic availability. You may print the documents or save them to your computer. If you encounter difficulty saving or printing the online statement or images of supporting transactions, contact us at 1-855-488-7873.

- 13. Viewing Information.** You can use the Service to obtain balance and transaction information about your Activated Accounts. Ledger Balance and Available Balance shown are defined in the applicable Account Agreement.

Balance and transaction information provided to you as part of the Service is not the official record of your account, Activated Account or its activity. Your account statement, made available to you by us in electronic format, is the official record. Balance and transaction information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or not taking, any action.

14. **Funds Transfers Generally.** At our discretion, we may establish customer eligibility requirements for Internal Transfers, External Transfers and Wire Transfers (collectively, "Funds Transfers").

International Funds Transfers are not permitted. We may further establish limits on amount and frequency of Funds Transfers. We may change such eligibility requirements and transfer limits without prior notice to you. If a Funds Transfer exceeds current limits, it may not be processed.

You agree and acknowledge that the origination of all Funds Transfers to or from your Activated Account must comply with U.S. law. You further agree and acknowledge that when you set up a one-time or recurring Funds Transfer through the Service you will print a copy of the applicable authorization page or screen within the Service for your records.

Cutoff Times Generally. Requests for a Funds Transfer received after the applicable cutoff time may be deemed received by us on the following Business Day. A request for a Funds Transfer is considered executed when we execute it.

Sufficient Funds. You authorize us to debit your Activated Account or any other account maintained by you with us for the amount of a Funds Transfer plus any fees or other amounts due to us in connection with the Funds Transfer Service. If there are insufficient available funds in an account you designate to make a Funds Transfer, we may refuse or reverse the Funds Transfer. If we choose, we may complete the Funds Transfer by overdrawing your account. In such cases, you agree to pay us immediately for the amount of the overdraft incurred and for any related fees. For the purpose of Funds Transfers under this OLB Agreement, accounts maintained with MUFG Union Bank, N.A., will be deemed external financial institution accounts. This treatment does not change the fact that deposits maintained at PurePoint Financial and MUFG Union Bank, N.A. are combined for FDIC deposit insurance purposes.

Account Transfer Limitations. All transfers to and from an Activated Account will be subject to the terms and conditions applicable to the account as set forth in the Account Agreement, including but not limited to transfer limitations. For example, transactions involving savings accounts are limited by federal regulation. You may make no more than 6 limited transfers and/or withdrawals (subject to Available Balance) per statement period by preauthorized transfer (includes ACH or wire) to another payee or institution, including MUFG Union Bank, N.A., online banking transfer, automatic transfer to another PurePoint Financial account (including Kiosk transfers), or telephone transfer. Your Kiosk transfers will be treated as online banking transfers for this purpose and will count toward the 6 limited transactions. If you exceed these limitations, we may refuse to honor the excessive transactions, remove your transfer privileges, or close the account without prior notice. We may impose a \$10 Excess Activity Fee for each limited transaction exceeding the limits (maximum \$50 per statement period). If your account is closed as a result of excessive transactions, you will not be able to open another savings account with us, or a savings account or money market account with MUFG Union Bank, N.A., for 12 months from the time the account is closed. We further reserve the right to limit the frequency and dollar amount of transactions from your Activated Accounts for security reasons. See your Account Agreement for further details.

Recalls, Cancellations, or Amendments. Once we have processed a Funds Transfer request, the transfer cannot be canceled or stopped. We may, but will not be required to, use reasonable efforts to assist you to cancel or stop the Funds Transfer, but we shall not be liable for any loss, cost or expense suffered by you if we do not, or are unable to, amend, cancel or recall the Funds Transfer.

You hereby agree to indemnify us against any loss, liability, claim or expense (including legal fees) we may incur in connection with assisting you to recall, cancel or amend any processed Funds Transfer.

Provisional Payment. You acknowledge and agree that payment of an External Transfer or Wire Transfer credit entry is provisional until the receiving financial institution, which holds the deposit account that is credited for the transaction, is in receipt of final settlement for the transfer. Further, if there is no final settlement, then the receiving financial institution will be entitled to a refund from the person who authorized the credit and you will not be deemed to have paid the amount of the credit. For example, if you initiate an external funds transfer request where funds are coming from your external deposit account held at another financial institution in order to be credited to your internal Activated Account held at the Bank and the Bank credits you the amount of the external funds transfer request, and you do not have the money in your external deposit account held with your financial institution to settle the external transfer request, then we may debit your Activated Account that you hold with the Bank in the amount of the credit transaction and you will not be deemed to have paid the external transfer request.

Reliance on Your Instructions. We are not responsible for detecting any errors in any transfer requested by you through the Service. You are responsible for the content of any transfer instruction, and the Bank may rely upon the information you provide to the Bank when processing the transfer instruction. The Bank and any other financial institution may rely solely on the account numbers and bank identifying numbers that you provide to the Bank regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your transfers have no responsibility to identify or investigate any discrepancy between names and account numbers. Also, your obligation to pay the amount of any transfer request will not be excused in circumstances where your transfer request describes the name and account number inconsistently or the name and identifying number of the financial institution inconsistently.

Notice. You agree and acknowledge that we are not required to give you next day notice after our receipt of any Funds Transfer credit for a rejected or returned Funds Transfer request; instead, notification is sufficient by posting the re-credited amount to the applicable Activated Account used for the debit and listing it on your periodic statement.

Delay or Refusal To Process Funds Transfer. We reserve the right to, in our sole discretion, delay or refuse to process any requested Funds Transfer, including inbound or outbound transfers. We may do so at our discretion. We may provide notice to you, but we are not obligated to do so. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

Screening. We may screen Funds Transfers that would result in debits or credits to your account for compliance with applicable laws, rules, and regulations. Where we believe a credit to your account may be subject to being blocked or frozen under the economic sanction of the U.S. Treasury's Office of Foreign Assets Control (OFAC) or of sanctions laws of another country, or may be otherwise suspicious or illegal, we may block (or "freeze") the funds and deny you access to them for a reasonable time sufficient to allow us to resolve the matter.

15. **Internal Transfers: Transfers Between Your Accounts Held with PurePoint Financial.** Through the Service, you may transfer the amount of available funds from an Activated Account owned by you to another Activated Account owned by you. Transfers to and from your PurePoint Financial Activated Accounts are usually effective immediately if the "from" account has sufficient Available Balance and security controls are met.

16. **External Transfers: Transfers Between Your Accounts Held with the Bank and with other Financial Institutions, including MUFG Union Bank, N.A.** The Service allows you to initiate External Transfers where you can make transfers from one or more of your savings Activated Accounts held with the Bank to deposit accounts owned by you at another financial institution located in the United States. Also, you can initiate transfers where you can instruct us to transfer money from your account at other financial institutions to one or more of your savings Activated Accounts held at the Bank.

To make External Transfers, you must follow procedures in the Service to verify your ownership of an account at another financial institution ("Verified Account"). You agree that you will not attempt to add accounts to your Service that you do not have the authority on which to transfer funds.

You agree that NACHA - The Electronic Payments Association's Operating Rules governing ACH credits and debits will apply to the extent the transfer request utilizes the ACH.

Authorization and Revocation. You agree and acknowledge that when you use the Service to initiate an External Transfer to make a transfer to or from an external financial institution, that you authorize the Bank to initiate an ACH transaction to your external account. Also, you agree that for recurring and future dated transfers, this authorization will remain in effect until revoked by you through the Service or by calling us at 1-855-488-7873. We must receive your revocation request by phone no later than 9:00 p.m. Eastern Time (12:00 a.m. Eastern Time if requested using the Online Service) on the Business Day before the transfer date.

Dollar Limitations. The following dollar limits are aggregated and applied across all channels including when accessed using your personal access device, Online Banking, at a Kiosk, and PurePoint Client Support Center requests. Initial account funding transactions may not have the same limitations.

Transfers from external accounts to PurePoint accounts are limited to \$250,000 per Business Day, and \$1,000,000 per 30-calendar-day rolling period. Transfers from an external account to your PurePoint account may post to your PurePoint account as early as the same day; however, funds will not be available in your PurePoint account until 4 Business Days after your transfer was successfully completed.

Transfers from PurePoint accounts to external accounts are limited to \$250,000 per Business Day, and \$1,000,000 per 30- calendar- day rolling period.

17. **Wire Transfers: Account Transfers to Accounts Not Owned By You.** Wire Transfers from an Activated Account to an account at another U.S. financial institution that you do not own or that we have not verified ("Non-Owned External" account) or an account at PurePoint Financial not owned by you (treated as an "Unverified Account") may be made through the Service. A "Wire Transfer" includes payment orders, as defined in Division 11 of the California Commercial Code.

You may make these Wire Transfers from an Activated Account, which is a savings account or certificate of deposit account (during the grace period) held at the Bank, to an Unverified Account or to a Non-Owned External account at another U.S. financial institution that supports and permits such transfers. If you choose to make a certificate of deposit (CD) withdrawal prior to maturity, an Early Withdrawal Penalty may apply. You acknowledge that we do not control intermediary banks, including intermediary banks chosen by us, and that we do not control whether intermediary banks deduct fees as part of the processing of a funds transfer. We may limit the amount of each Wire Transfer, as determined in our discretion.

You are responsible for all Wire Transfers to the fullest extent provided by law and as set forth in this Agreement. We may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer) to be used when acting on your Wire Transfer request.

All Wire Transfers must be provided to us, which may be required to be in a form prescribed by us. You assume the sole responsibility for providing us with accurate transaction information in the form and format that we require. We are not responsible for confirming such information, or for failing to detect and reject duplicate Wire Transfers. If you provide us with a Wire Transfer request that is incorrect in any way, you agree that we may charge your account for the transaction whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

18. **Mobile Banking.** Your enrollment in the Service enables you to access certain features and functionality of the Service by use of an electronic wireless device, such as a mobile phone or tablet device (“Mobile Banking”). Mobile Banking requires you to have a compatible mobile device with Internet capability.

Some of the Services may not be available to you because you and/or your mobile device is not eligible for the particular Service. Message and data rates may be imposed by your wireless service provider.

19. **Mobile Deposit and Kiosk Deposit.** You can deposit a check through the use of your wireless device (“Mobile Deposit”) or at a Kiosk (“Kiosk Deposit”). Unless otherwise provided, references to “Remote Deposit Service(s)” will refer to both Mobile Deposits and Kiosk Deposits.

Mobile Deposit. Mobile Deposit enables you to deposit checks to your PurePoint Financial Activated Account using an iPhone®, iPad®, or Android™ mobile wireless electronic device. An image of the front and back of the physical check, taken using your wireless device, is transmitted to us through your mobile wireless electronic device’s web browser. Your mobile wireless electronic device must be compatible with the Service, have photographic image capture capability and have access to the Internet. For Mobile Deposit your account must be in good standing. Successful completion of a Mobile Deposit is dependent upon a good-quality original check and a clear photograph of the front and back of the check. You agree that you are responsible for accurately photographing the front and back of the check according to our instructions.

Kiosk Deposit Limits (Check Deposit Dollar Limits). Kiosk Deposits are limited to \$250,000 per Business Day, and \$5,000,000 per 20 Business Day rolling period per account. Initial account funding Kiosk Deposits are limited to \$1,000,000 per account. Kiosk Deposits are also subject to a limit of 20 check deposits per Business Day, and 50 check deposits per 20 Business Day rolling period per account.

Mobile Deposit Limits (Check Deposit Dollar Limits). Mobile Deposits are limited to \$50,000 per Business Day, and \$250,000 per 20 Business Day rolling period per account. Initial account funding Mobile Deposits are limited to \$50,000 per account. Mobile Deposits are also subject to a limit of 20 check deposits per Business Day, and 50 check deposits per 20 Business Day rolling period per account.

Email Confirmation; Check Handling. Following your deposit via the Remote Deposit Services, we will send an email confirmation of your deposit to the email address we have on record for you in the Service. The physical check is retained and ultimately securely destroyed by you. You agree to retain the check for one week.

Eligible Accounts. Remote Deposit Service is available for deposits into your PurePoint Financial savings account, provided it is an Activated Account. Remote Deposit Services can be used to deposit checks into a certificate of deposit account for initial funding, if a deposit hasn’t already been made to the account, and provided it is an Activated Account.

Eligibility Requirements. At our discretion, we may establish customer eligibility requirements to deposit checks using the Remote Deposit Services. We may further establish limits on the amount and frequency of deposits. We may change such eligibility requirements and deposit limits without prior notice to you. If a deposit exceeds current limits, it will not be processed.

Acceptance and Processing Requirements. In order for a check to be accepted and processed using the Remote Deposit Services, it must: (a) be an original paper check; (b) be payable to you and endorsed by all payees; (c) be payable in U.S. dollars; (d) be payable at a financial institution in the United States; (e) be dated within 6 months prior to date of deposit; (f) have all fields completed; and (g) be legible and in good physical condition.

Prohibited Checks. We will not accept a: (a) third-party check; (b) substitute check or copy of a check image; (c) check payable at a financial institution outside the United States; (d) check payable in a currency other than U.S. dollars; (e) traveler's check; (f) savings bond; (g) future-dated check; (h) check dated more than 6 months prior to deposit; or (i) non-cash item.

At our discretion and without prior notice to you, we may further restrict the types and attributes of checks that will be accepted and processed using Remote Deposit Services.

Your Responsibilities. You agree that, once you have deposited a check using Remote Deposit Services, you will not cash the check, nor negotiate, transfer or deliver the check to any other person or entity, nor deposit the check again through Remote Deposit Services (unless we have directed you to do so), at another financial institution, or through any other means. Do not destroy the original check until the deposit appears on your periodic account statement. Until it appears on the statement, you agree to keep the physical check securely stored to prevent theft or misuse. After the deposit has appeared on your statement, you agree to safely destroy the original check.

You acknowledge that not all checks that meet our deposit criteria can be successfully deposited through the Remote Deposit Services due to the sensitivity and complexity of image recognition technology or other reasons, such as use of unconventional check stock or failure or interruption of any data transmission channels. You acknowledge and agree that we are not responsible for any loss or liability that you may incur due to inability to deposit, or delay in depositing, a check using Remote Deposit Services.

Funds Availability. Refer to our [Personal Accounts & Services Disclosure and Agreement](#) for our current Funds Availability Policy. Our Funds Availability Policy does not apply to deposits other than at Kiosks, or by mail. Check deposits made using the Mobile Deposit Service will generally be available on the 4th Business Day after the Business Day we receive your deposit. In some cases, we may delay availability of your deposit until the 7th Business Day after the Business Day of your deposit. Funds availability rules set forth in Federal Reserve Regulation CC do not apply to checks deposited using Mobile Deposit.

Right to Reject. We reserve the right to reject any check deposit. We further reserve the right, upon subsequent review of the deposited check, to cancel the deposit and reverse prior credit to your Activated Account for the amount of the deposited check due to non-negotiability of the check or any other reason that we may determine. If we subsequently cancel a deposit and reverse credit to your Activated Account, we will notify you by email.

We may, upon subsequent review of a deposited check, adjust the amount of the deposit to conform to the legal amount of the check as determined by us. Our determination will be considered final. We will notify you by email of such adjustment.

Warranties. A check deposit made using Remote Deposit Services is subject to the same warranties and representations as though the physical check were deposited, and is subject to the terms and conditions of your Account Agreements.

20. Alerts. Your enrollment in the Service allows you to elect to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about the PurePoint Financial account(s) you have designated ("Designated Account").

Agreement and Acknowledgment. By subscribing to the Alerts feature of the Service, you acknowledge and agree that: (a) Alerts are provided solely as a convenience; (b) Alerts are not a substitute for the periodic statements for your Designated Accounts or any other notices we may make available to you about such Designated Accounts; (c) such periodic statements and other notices remain the official records of your Designated Accounts; and (d) your ongoing obligation promptly to review periodic statements, customer notices, and all other correspondence from us regarding your Designated Accounts and other services you obtain from us remains in full force and effect. Alerts will be available in Online Banking for 6 months.

Your Responsibilities; Indemnification. You agree to provide us a valid email address so that we may send you Alerts. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising in any manner from your providing us an email address that is not your own or that you provide in violation of applicable federal, state or local law, regulation or ordinance. Your obligations under this paragraph shall survive termination of this OLB Agreement.

Alert Information is Not Encrypted. You acknowledge and agree that: (a) Alerts may not be encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status; (b) your Alerts may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting your service providers or other parties; and (c) we will not be liable for losses or damages arising from: (i) any non-delivery, delayed delivery, misdirected delivery, or corruption of an Alert; (ii) inaccurate, untimely or incomplete content in an Alert; (iii) your reliance on or use of the information provided in an Alert for any purpose; or (iv) any other circumstances beyond our control.

21. **Contact in Event of Unauthorized Transfer.** If you believe your Code has been lost or stolen, call 1-855-488-7873 or write PurePoint Financial, P.O. Box 2157, Cranberry Twp, PA 16066.

You should also call the number or write to the address listed above if you believe that someone has transferred or may transfer money from your account without your permission.

22. **Duty to Review.** You agree to review promptly all statements, customer notices, and transaction information made available to you, and to report all unauthorized transactions and errors to us immediately. Refer to Section 47 of this OLB Agreement for further details about transfers covered by Regulation E. Also refer to your Account Agreement for further details regarding your duty to review account statements and to report errors.

23. **Fees.** In addition to the fees elsewhere described in this OLB Agreement, you agree to pay the fees set forth in the applicable [Fee Schedule](#) and any additional fees that the Bank may establish from time to time, as they may be communicated to you outside of the Fee Schedule. You are also responsible for telephone, mobile, data, message, Internet and other similar types of fees incurred by you as a result of accessing and/or using Online and Mobile Banking Services.

24. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

25. **Periodic statements.** You will get a monthly account statement for savings accounts. You will get a quarterly statement for certificates of deposit (unless there are transfers in a particular month, in which case you will get a statement that month). You will also get a monthly statement for certificates of deposit if you have at least one savings account.
26. **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our Kiosks; however, receipts for transactions of \$15 or less may not always be available. All Kiosk transactions are subject to later verification by us.
27. **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-855-488-7873 to find out whether or not the deposit has been made.
28. **Hours of Operation and Cutoff Times.** The Service is available to you 24 hours a day, 365/366 days a year, except at times of "Service Unavailability" (identified below). Access to Kiosk services is subject to PurePoint Financial Center hours of operation. Your Activated Account information is updated when transactions post to your account.

Internal Transfers. Internal transfers are posted on the day they are scheduled, provided the transfer request is received by midnight (Eastern Time) on the calendar day the transfer was scheduled to be made. At times there may be a delay due to system processes.

External Transfers. Transfers between an Activated Account and an account owned by you at another financial institution are credited or debited (as applicable) on the Business Day they are scheduled, provided the transfer request is received by 9:00 p.m. (Eastern Time) on the scheduled transfer date.

Mobile Deposit. Checks deposited using Mobile Deposit before 7:00 p.m. (Eastern Time) on a Business Day will be considered deposited that Business Day.

Kiosk Deposit. Checks deposited using Kiosk Deposit before 5:00 p.m. (Central and Eastern Time) on a Business Day will be considered deposited that Business Day.

Wires. The cutoff time for outgoing Wire Transfer requests is 4:00 p.m. (Eastern Time) each Business Day. Wire Transfer requests received after the cutoff time or on a non-Business Day will be processed the next Business Day.

Please note: During the 10-day grace period for a CD, any transaction must be completed during this grace period within the cutoff times outlined above. This means that external transfers and check deposits must be completed by the cutoff time on the last Business Day of the grace period. Also, if it is too late to make a transfer by the cutoff time on the last Business Day, or if you do not have a transfer account, you can make a withdrawal by official bank check until midnight on the last day of the grace period.

29. **Service Unavailability.** Access to the Service may be unavailable with or without notice at certain times for the following reasons:
- (a) **Scheduled Maintenance.** There are periods when systems require maintenance or upgrades. These typically occur from 12:00 a.m. to 7:00 a.m. Sunday morning, Eastern Time.
 - (b) **Unscheduled Maintenance.** The Service may be unavailable when unforeseen maintenance is necessary.

- (c) **System Outages.** Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages may interrupt Service availability.

Although we undertake reasonable efforts to ensure the availability of the Service, we will not be liable in any way for its unavailability or for any damages that may result from such unavailability.

- (d) **The Service is Subject to System Capacity and Technical Limitations.** If the Service encounters such limitations, the Service may not have the capability to display all of your information. If this occurs, the Bank is not responsible to make the Service operable for you, and we reserve the right to discontinue the Service to you.

30. **Disclaimer of Warranties.** To the fullest extent permitted by law, we make no representations or warranties of any kind in respect of the Service, either express or implied, statutory or otherwise, including but not limited to, implied warranties of merchantability or fitness for a particular purpose, and we hereby disclaim any such representations, warranties and conditions of any kind. We do not represent or warrant that the Service will be compatible, uninterrupted, timely, secure or error free, that defects will never arise or will be corrected, or that our website that makes the Service available is free of viruses or other harmful components.

31. **Limitation of Liability.** Except as specifically set forth herein or where otherwise limited by applicable law, we shall not be responsible for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary or consequential damages, including lost profits, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or services, arising from or related to the Service, the inability to use the Service, or otherwise in connection with this OLB Agreement, even if advised of the possibility of such damages.

32. **Third-Party Indemnification.** Except to the extent that we are otherwise liable under the terms of this OLB Agreement or another agreement governing the Service or Activated Accounts, or as otherwise limited by applicable law, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- (a) A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- (b) Any fraud, misrepresentation, manipulation, or other breach of this OLB Agreement or the Service;
- (c) Your violation of any law or rights of a third party; or
- (d) The provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of the Service.

33. **How to Contact Us for Questions About the Service.** For questions regarding the Service, call us at 1-855-488-7873, or write to us at PurePoint Financial, P.O. Box 2157, Cranberry Twp, PA 16066.

Telephoning us is the fastest way to reach us. We may not immediately receive email that you send to us. Therefore, you should not rely on email if you need to communicate with us immediately, for example, if you need to report a lost or stolen Code or report an unauthorized transaction from one of your accounts. We cannot take action on your email request until we actually receive your message and have a reasonable opportunity to act.

Email or social network websites may not be used to request account information or to conduct transactions with us. Also, because email and social network websites may not be secure, never include confidential, financial, or account information when using those communication channels. If in doubt, contact us at 1-855-488-7873.

34. **Non-Usage of the Service.** Following an extended period of inactivity (determined at our discretion) we will attempt to reach out to you through all available contact methods. If unsuccessful, we reserve the right, at our discretion, to suspend your access to the Service, to require re-acceptance of this OLB Agreement, require confirmation of user information such as email address, require reset of security settings such as password, and/or terminate the Service. If your Services are suspended or terminated for any reason, you may not have access to disclosures and important notices from us, including your Activated Account periodic statements. In addition, your Activated Accounts may be subject to closure by us. If your Activated Account is a certificate of deposit, it may be subject to any applicable early withdrawal penalties.
35. **Canceling the Service.** You may cancel the Service by sending a written notice to PurePoint Financial, P.O. Box 2157, Cranberry Twp, PA 16066, or by telephoning us at 1-855-488-7873. We strongly suggest that you cancel all recurring and future scheduled fund transfers before you cancel your Service, either by deleting those transfers yourself using the Service or by calling us at 1-855-488-7873. This will ensure that future payments and transfers made by you will not be duplicated. We may automatically delete, without notice, all outstanding payment orders (all individual payments and all recurring payments) once you cancel the Service. If you cancel the Service, you may not have access to disclosures and important notices from us, including your Activated Account periodic statements. If your Services are terminated, your Activated Accounts may be subject to closure by us, including certificate of deposit accounts (early withdrawal penalties may apply).
36. **Compliance with Applicable Law.** You agree not to violate the laws of the United States, including, without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your Activated Account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.
37. **Suspension or Termination of the Service.** We may suspend or terminate your Service or any particular transaction at any time, with or without cause and without affecting your outstanding obligations under this OLB Agreement. For example, we may immediately take this action if: you breach this or any other agreement with us; we have reason to believe that there has been or may be unauthorized, fraudulent or illegal use of your account or the Service; or there are conflicting claims to the funds in your account; or your account is not in good standing. In addition, your access to the Service may be suspended or terminated if you have not accessed the Services for a period of time determined in our discretion, or you revoke your consent to our [E-Sign Consent](#) (which provides your consent to receive certain disclosures electronically).

If your Services are suspended or terminated for any reason, you may not have access to disclosures and important notices from us, including your Activated Account periodic statements. If your Services are terminated, your Activated Accounts may be subject to closure by us, including certificate of deposit early withdrawal penalties (if your Activated Account is a certificate of deposit).

38. **Severability.** If any provision of this OLB Agreement is determined to be void or invalid, the rest of the OLB Agreement will remain in full force and effect.

39. **Changes to the Service or this Agreement.** We may change or cancel the Service at any time without cause, subject to applicable laws and regulations. We may amend (add to, delete or change) the terms of this OLB Agreement by sending you notice of the amendment by email, as may be required by law. You agree to review any changes to this OLB Agreement promptly upon receipt of our customer notice. Your continued use of the Service after the effective date of any change constitutes your agreement to the change. You agree that we may send notifications of amendments (additions, deletions or changes) to the designated primary account holder and that such notice will be deemed effectively delivered to all account owners.
40. **Disputes.** All claims, causes of action, or other disputes concerning the Service or this OLB Agreement shall be resolved in accordance with procedures set forth in the applicable Account Agreement, as it may be amended from time to time.
41. **Authorized User Access.** As an owner of an Activated Account, you may act alone in using the Services pursuant to this OLB Agreement to perform account transactions. Such access is granted completely at the Bank's discretion. Contact us at 1-855-488-7873 for additional information.
42. **Online Privacy.** For information about how we gather, use, and secure your nonpublic personal information, see our current PurePoint Financial [Privacy Policy](#).
43. **Our Intellectual Property.** You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. You acknowledge that you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this OLB Agreement or otherwise.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer (i) any portion or element of the Services or the Intellectual Property; (ii) use of our website, Services or Intellectual Property; or (iii) access to our website Services or Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to or actually obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scrapers," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

44. **User Conduct.** You agree not to use the Service or the content or information in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive

or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

45. **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal use of the individuals authorized to access your Account information with us. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

46. **Third Parties.** You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable or we determine, in our sole discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we will have no liability for the unavailability or delay of access.

Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Service access rights to your agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever, for any services you receive from your agents or third-party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third-party vendor in connection with your access to the Services.

47. **Regulation E Disclosures.** The following disclosures apply only to consumers and to electronic funds transfers (excluding domestic wires), as defined in Regulation E, to or from a consumer deposit account held with the Bank:

Consumer Liability. Tell us AT ONCE if you believe your Code has been lost or stolen, or if you believe that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 Business Days after you learn of the loss or theft of your Code, you can lose no more than \$50 if someone used your Code without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Code and we can prove we could have stopped someone from using your 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 Code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at 1-855-488-7873 or write us at PurePoint Financial, P.O. Box 2157, Cranberry Twp, PA 16066 as soon as you can, if you think 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 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days 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 10 Business Days, we may not provisionally credit your account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within 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.

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-855-488-7873 to find out whether or not the deposit has been made.

Preauthorized payments; 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's how:

Call us at 1-855-488-7873, or write us at PurePoint Financial, P.O. Box 2157, Cranberry Twp, PA 16066, in time for us to receive your request 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 14 days after you call.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 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 proximately caused by us.

Bank's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance, if:

- (a) Through no fault of ours, you do not have enough money in your account to make the payment or transfer;
- (b) The Service or Kiosk was not working properly and you knew about the breakdown when you started the transfer or transaction or activity;
- (c) Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- (d) You fail to provide us with timely, complete and accurate information for any transaction;
- (e) Your computer, Internet connection, and/or software malfunctioned for any reason, or the transaction could not be completed due to Service unavailability;
- (f) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;
- (g) The Activated Account is closed or frozen;
- (h) The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- (i) You did not properly follow Service instructions on how to make the transfer or payment (this includes incorrect date, amount, and/or address information); or
- (j) There may be other exceptions stated in our agreement with you.

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