

Online Banking Service Agreement

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Welcome to PurePoint Financial

Important Mobile Disclosures

Telephone Carrier Information

As part of our ongoing efforts to enhance our online security and protect your information, you authorize your wireless operator (AT&T, Sprint, T-Mobile, U.S Cellular, Verizon, or any other branded operator) to disclose to PurePoint® Financial and its third-party service providers your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to allow verification of your identity and to compare information you have provided to PurePoint Financial with your wireless operator account profile information for the duration of the business relationship. The use of mobile carrier data on your device assists you in conducting your Online Banking transactions. PurePoint Financial and T-Mobile are not liable for delayed or undeliverable messages.

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. Except as otherwise set forth herein, capitalized terms shall retain the meaning prescribed to them in the Account or Other Agreement(s) (as such terms are defined therein).

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 PurePoint Financial, a division of MUFG Union Bank, N.A., 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 PurePoint Financial [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 Personal Accounts which are activated, configured or set up for use with the Online Banking Service provided under this Agreement and are subject to the PurePoint Financial Account Agreement, E-Sign Consent and this Agreement.

“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 and such term includes an access code or PIN as described in the Account Agreement. 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.

“Initiate Wire Form” means the form currently prescribed by the Bank which must be completed in submitting a request for a Wire Transfer under this Agreement and which may be modified or changed by the Bank from time to time.

“Personal Account” or “Personal Accounts” shall mean one or more certain deposit accounts (as designated by the Bank) that are established by individuals for personal, family or household purposes and are held with the Bank.

“Other Agreements” shall mean all other applicable disclosures and agreements governing your Activated Accounts that are in addition to, or supplement this Agreement, including but not limited to, account agreements, notices, Fee Schedules, 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 keystrokes 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 verify your identity when using the Service (including, but not limited to the Telephone Verification, Knowledge-Based Authentication and any other additional measures deemed appropriate by the Bank used to verify your identity and which may be Security Procedures under agreement between you and the Bank).

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

“Verified Account” means a deposit account used for personal, family or household purposes which is held at an external financial institution within the United States and which has been verified to belong to, or be held in your name pursuant to the validation procedures prescribed by the Service.

The terms “you,” “your,” “customer,” and other similar terms shall mean each person that accesses the Service, an owner of the account, Personal Account, and/or Activated Account that has agreed to this OLB Agreement and anyone else authorized by the owner of the account, Personal Account and/or Activated Account to exercise control over the owner’s account, Personal Account and/or 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 if previously provided to you and that such Other Agreements may contain applicable fees, limitations on the number of transfers you may make or other restrictions that might impact the use of your Personal Accounts and/or Activated 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 with respect to the Services provided under this OLB Agreement (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, or electronic wireless device.
 - 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 at the Bank and Verified Accounts (“External Transfer(s)”), subject to certain limitations set forth in this OLB Agreement as well as any applicable Other Agreement. These transfers are available on a one-time or recurring basis.

- Receive customer notices regarding your Activated Accounts
- Schedule a domestic wire transfer, which will require you to execute a wire request in the form prescribed by the Bank prior to the Bank completing each wire request, out of your Activated Account (“Wire Transfer(s)”)
- Request Activated Account related notices and alerts to be pushed to you via email (“Alert(s)”)
- Utilize the Mobile Deposit function within the website through which the Service is utilized to make check deposits to certain Activated Accounts

Notwithstanding the foregoing, 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 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 which correspond to the Activated Account(s) you maintain.

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, you should print a copy of 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. It is your responsibility to keep your email address current.

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 and Verified Accounts.** You agree and acknowledge that your Activated Accounts or Verified Accounts may not have access to, or be eligible for all the Services described in this OLB Agreement and/or may have restrictions that only provide for limited use of a particular Service. In addition, we reserve the right to determine which accounts are eligible to be Activated Accounts or Verified Accounts (or eligible for the Services provided hereunder) and such determinations may change from time to time.

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 any transactions 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 for further validation of identity; (c) restrict or cancel the Service (temporarily or otherwise); 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.** You acknowledge and agree that the Bank may use the Security Procedures, including the Codes, to verify the authenticity of an instruction, transfer request (including Wire Transfer requests) or payment order request (collectively, a "Communication") delivered to PurePoint Financial in your name. You agree the Bank may apply such Security Procedure in a manner dictated by this Agreement, Other Agreements (including the Initiate Wire Form or other wire request form as prescribed by the Bank) or Service for which any such Security Procedures are used. 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 by the Communication, whether or not the Communication was authorized by you. Note - If the Communication is an electronic fund transfer under Regulation E, you may have additional rights, as set forth in the Account Agreement(s).

Also, if a Communication was authorized by you, then you will be obligated by 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 by 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 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 PurePoint Financial 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 833.787.3764 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 Activated 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, including any withdrawals or transfers executed by persons to whom you have granted access.

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 will receive statements for your Activated Accounts within the Service. Subject to limitations, we require combined statements if you have more than one eligible account with us. 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 as long as your Activated Accounts remain open. 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 833.787.3764.

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 or the applicable Security Procedure as set forth in the Initiate Wire Agreement (or other wire request form as may be prescribed by the Bank from time to time) cannot be completed, 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. Unless otherwise specified in the Account Agreement or within the governing Other Agreement (such as the Initiate Wire Agreement), the following cutoff times apply to Funds Transfers; provided the cutoff times are subject to applicable provisions within this Agreement (including this Section concerning Funds Transfers) and may change or be adjusted by the Bank from time to time: 6

- Internal Transfers – Internal Transfers are posted on the day they are scheduled, provided the transfer request is received by midnight (EST) on the calendar day the transfer was scheduled to be made, subject to some delay due to system processes
- Wire Transfers – Outgoing Wire Transfers are subject to a cutoff time at 4:00 p.m. (EST) each Business Day. Wire Transfer requests received after the applicable cutoff time or on a non-Business Day will be processed the following Business Day
- External Transfers (from your Activated Account to your Verified Account) – Debited on the Business Day they are scheduled, provided the transfer request is received by 7:00 p.m. (EST) on the scheduled transfer date. If the transfer request is received after the cutoff time, the External Transfer will be executed on the following Business Day
- External Transfers (from your Verified Account to your Activated Account) – Subject to any applicable cutoff times set forth by the financial institution holding your Verified Account and applicable provisions within this Agreement, including but not limited to the Provisional Payment Section provided herein

Please note: During the 10-day grace period for a CD, any Funds Transfer must be completed during this grace period within the corresponding cutoff times outlined within this Agreement. This means that Funds Transfers which are permitted under the Account Agreement for any such CD must be completed by the cutoff time on the last Business Day of the grace period.

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. Funds Transfers under this OLB Agreement to accounts maintained with MUFG Union Bank, N.A., will be deemed External Transfers for purposes of this OLB Agreement. 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.

Recalls, Cancellations, or Amendments. Once we have processed your Wire Transfer request, we may, but will not be required to, use reasonable efforts to assist you to recall or stop the Wire Transfer. Further, your ability to request a stop payment or cancel an Internal or External Transfer from your Activated Account is in accordance with the Account Agreement, including but not limited to the Section concerning Right to Stop Payment on Preauthorized Transfers from Your Account and Procedure for Doing So. Notwithstanding the foregoing, 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 any Funds Transfer, except as may be provided under applicable law or NACHA Rules. You hereby agree to indemnify us against any loss, liability, claim or expense (including legal fees or with respect to an external financial institution holding any Verified Account or other account with which you execute any Funds Transfer) 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 Transfer from your Verified Account to your Activated Account and the Bank credits you the amount of the External Transfer, and you do not have sufficient funds in your Verified Account to settle the External Transfer, then we may debit your Activated Account in the amount of the provisional credit transaction and you will not be deemed to have paid or completed the external transfer request.

Reliance on Your Instructions. We are not responsible for detecting any errors in any Funds Transfers requested by you through the Service. You are responsible for the content of any Funds Transfer instruction, and the Bank may rely upon the information you provide to the Bank when processing the Funds 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 Funds Transfer request will not be excused in circumstances where your Funds Transfer request describes the name, number and/or receiving financial institution (including the name and routing/identification number of such financial institution) inconsistently.

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

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 (credits or debits) transfers. We may provide notice to you of any such delay or refusal to process a Funds Transfer, 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.

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 and which are held the Bank. Transfers to and from your PurePoint Financial Activated Accounts are usually effective immediately if the "from" account has sufficient Available Balance and applicable Security Procedures are satisfied.
16. **External Transfers: Transfers Between Your Accounts Held with the Bank and with other Financial Institutions, Including MUFG Union Bank, N.A. (MUFG Union Bank)** The Service allows you to initiate (i) transfers from one or more of your Activated Accounts held with the Bank to Verified Accounts and/or accounts held at MUFG Union Bank; or (b) initiate transfers where you can instruct us to transfer money from your Verified Accounts or Personal Accounts held at MUFG Union Bank to one or more of your Activated Accounts (collectively referred to herein as "External Transfers"). Your non-individual and/or non-personal, i.e., business or commercial deposit accounts held at another financial institution or MUFG Union Bank are not eligible for External Transfers.

To make External Transfers, you must follow procedures in the Service to verify your ownership of any account at another financial institution for such account to constitute a Verified Account and such procedures are subject to modification by the Bank at its sole discretion and from time to time. You agree that you will not attempt to add and/or verify any accounts for the Service that you do not have the authority on which to initiate credit or debit entries and/or transactions.

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 Automated Clearing House ("ACH") for origination, settlement, return or any other aspect of the External Transfer.

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 a Verified Account, that you authorize the Bank to initiate an ACH transaction (credit or debit) to your Verified 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 833.787.3764. We must receive your revocation request by phone no later than 7:00 p.m. EST (12:00 a.m. EST, if requested using the Service subject to this OLB Agreement) 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, and PurePoint Client Support Center requests. External Transfers initiated to fund an Activated Account held at the Bank at the time of, or contemporaneous with the opening of such Activated Account may not be subject to such dollar limits, subject to the Bank's discretion and applicable law.

External Transfers (whether to, or from Verified Accounts or accounts held at MUFG Union Bank, N.A.) are limited to \$250,000 per Business Day, and \$1,000,000 per 30-calendar-day rolling period.

External Transfer Funds Availability. Transfers from a Verified Account to your Activated Account may post to your Activated Account as early as the same day if the transfer is initiated from such Verified Account and not through use of the Services; however, in the event such External Transfer is initiated using the Services under this Agreement and executed from your Verified Account for deposit into your Activated Account, funds will not be available in your Activated Account until 4 Business Days after such External Transfer is successfully completed.

17. **Wire Transfers: Account Transfers to Accounts Not Owned By You.** Wire Transfers from an Activated Account to (i) an account at another U.S. financial institution that you do not own; (ii) or that do not constitute a Verified Account (as defined herein) ("Non-Owned External Account"); or (iii) an account at PurePoint Financial not owned by you ("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 (subject to applicable terms and conditions within the Account Agreement or applicable Other Agreement, including the Initiate Wire Form) 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 and within the Initiate Wire Form or other wire request form as may be prescribed by us from time to time. 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 and such requests must be in a form prescribed by us, which may change or be modified from time to time. 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.

Further, you agree and acknowledge that the Bank will require that you complete the Initiate Wire Form or other written wire agreement (an Initiate Wire Form or other written request/agreement as may be prescribed by the Bank from time to time) before we will accept a Wire Transfer request in your name.

Further, the Bank will not be liable, in any manner whatsoever, in the event it does not execute one or more of your Wire Transfer requests for lack of a completed and submitted Initiate Wire Form or other written wire agreement on file for you.

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 are not eligible for the particular Service. Message and data rates may be imposed by your wireless service provider.

19. **Mobile Deposit.** You can deposit a check through the use of your wireless device (“Mobile Deposit”). Unless otherwise provided, references to “Remote Deposit Service(s)” will refer to Mobile 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 having an original check in good physical condition 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.

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. Mobile Deposits executed as an initial account deposit upon account opening (or contemporaneous therewith) 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.

Mobile Deposit Cutoff Time. Checks deposited using Mobile Deposit before 7:00 p.m. (EST) on a Business Day will be considered deposited that Business Day. With respect to any Mobile Deposit into a certificate of deposit (CD), **please note** that any Mobile Deposit during the 10-day grace period into such CD must be completed during such grace period, subject to the foregoing cutoff time set forth in this paragraph. This means that any Mobile Deposit which is permitted under the terms of the governing Account Agreement or Other Agreement must be completed by the foregoing cutoff time on the last Business Day of the grace period.

Email Confirmation. Following your deposit via Mobile Deposit, we will send an email confirmation of your deposit to the email address we have on record for you in the Service.

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 in addition to, or different from those set forth in this Agreement. 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) contain the appropriate mobile check endorsement (see below); (d) be payable in U.S. dollars; (e) be payable at a financial institution in the United States; (f) be dated

within 6 months prior to date of deposit; (g) have all fields completed; and (h) be legible and in good physical condition.

In addition to the foregoing, you agree to endorse each original check submitted through the Remote Deposit Services with the below restrictive endorsement, along with your signature, in order to minimize the effects of possible fraud or duplicate presentment of the same check:

“For mobile deposit only to PurePoint Financial.”

If you neglect to add to each original check submitted for deposit this restrictive endorsement, the Bank may reject the deposit, and will not be liable for losses and/or fees you may incur for reversing or debiting your account.

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 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 the Account Agreement for our current Funds Availability Policy. Unless otherwise noted, our Funds Availability Policy applies to electronic Funds Transfers or checks deposited by mail addressed to PurePoint Financial. 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. With respect to check deposits via Mobile Deposit or otherwise, we reserve the right to reject any check deposit. We further reserve the right, upon subsequent review of the deposited check, to cancel the check 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 or as we may otherwise be permitted or required in accordance with the Account Agreement, governing Other Agreement or applicable law. If we subsequently cancel any check deposit and reverse credit to your Activated Account, we will notify you.

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 Mobile Check Deposit 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 statements for your Designated Accounts or any other notices we may make available to you about such Designated Accounts; (c) such statements and other notices remain the official records of your Designated Accounts; and (d) your ongoing obligation promptly to review 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 833.787.3764 or write PurePoint Financial, P.O. Box 71268, Philadelphia, PA 19176-6268.

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 44 of this OLB Agreement for further details about transfers covered by Regulation E. Also refer to your Account Agreement or governing Other 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, the Account Agreement or governing Other 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. Please copy and paste the following applicable URL into your browser to locate an electronic version of your [Personal Accounts Fee Schedule](#), which can be located within Forms and Documents at www.purepoint.com. 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. **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.

25. **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 833.787.3764 to find out whether or not the deposit has been made.
26. **Hours of Operation.** The Service is available to you 24 hours a day, 365/366 days a year, except at times of "Service Unavailability" (identified below). Your Activated Account information is updated when transactions post to your account.

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, EST.
- (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.
27. **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.
28. **Limitation of Liability.** Except as specifically set forth herein or where otherwise limited by applicable law and in addition to any limitations of liability with the Account Agreement or governing Other Agreements, 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.
29. **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.

30. **How to Contact Us for Questions About the Service.** For questions regarding the Service, call us at 833.787.3764, or write to us at PurePoint Financial, P.O. Box 71268, Philadelphia, PA 19176-6268.

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 833.787.3764.

31. **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, which may also include your Activated Account statements. If your Services are terminated, your Activated Accounts may be subject to closure by us, which may also include certificate of deposit early withdrawal penalties (if your Activated Account is a certificate of deposit).

32. **Cancelling the Service.** You may cancel the Service by sending a written notice to PurePoint Financial, P.O. Box 71268, Philadelphia, PA 19176-6268, by telephoning us at 833.787.3764, or through Online Banking.

We strongly suggest that you cancel all recurring and future scheduled Funds Transfers before you cancel your Service, either by deleting those transfers yourself using the Service or by calling us at 833.787.3764. 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 electronic access to disclosures and important notices from us, including your Activated Account statements.

33. **Compliance with Relevant Law.** You may not use your Activated Account(s), the Services or any account-related service to engage in any conduct that would be prohibited, or otherwise violate Relevant Law (as such term is defined in the Account Agreement), including but not limited to, restrictions or prohibitions set forth by the U.S. Treasury's Office of Foreign Assets Control or to engage in, or process Internet gambling transactions. 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.

34. **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 electronic access to disclosures and important notices from us, which may also include your Activated Account statements. If your Services are terminated, your Activated Accounts will be subject to closure by us, which may also include certificate of deposit early withdrawal penalties (if your Activated Account is a certificate of deposit).

35. **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.
36. **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.
37. **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.
38. **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 833.787.3764 for additional information.
39. **Online Privacy; Confidentiality.** For information about how we gather, use, and secure your nonpublic personal information, see our current PurePoint Financial Privacy Policy at www.purepoint.com/online-banking/privacy.jsp.
40. **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.

41. **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.
42. **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.
43. **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.

44. **Regulation E Disclosures.** With respect to consumer electronic Funds Transfer (excluding domestic wires), as defined in Regulation E, to or from a consumer Activated Account, applicable sections within the Account Agreement shall govern various related concepts, including but not limited to: (i) Consumer Liability; (ii) Errors or Questions About Your Electronic Transfers; (iii) Pre-authorized Credits (Direct Deposits); (iv) Pre-authorized Payments and Right to Stop/or Cancel; (v) Notice of Varying Amounts; (vi) Bank's Liability (generally and for failure to stop payment of pre-authorized transfer).

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