

Updated Business Online Banking Terms and Conditions

The following agreement and schedules included in this package establish amendments to terms and conditions applicable to HomeTrust Bank business online banking products and services.

- **Master Agreement**
- **Business Security and Authentication Schedule**
- **Product Schedules**
 - **General Services**
 - **Electronic Bill Payment**

THIS AGREEMENT IS SUBJECT TO ARBITRATION. SEE SECTION 26 OF THE GENERAL TERMS AND CONDITIONS.



BUSINESS ONLINE BANKING MASTER AGREEMENT

This Business Online Banking Master Agreement (this "Master Agreement"), as may be amended from time to time, sets forth the terms and conditions of and governs any and all business online banking services (the "Business Online Services" or "Services") as provided by HomeTrust Bank, (referred to herein as "Bank," "us," or "we") to a customer (referred to herein as "Customer," "you," or "user"). This Master Agreement is effective by and between Bank and you as of the date of your initial use of Services provided by HomeTrust, unless otherwise specified (the "Effective Date").

MASTER AGREEMENT STRUCTURE

This Master Agreement contains "General Terms and Conditions" applicable to this entire Master Agreement and all offered Business Online Services. Business Online Services are described via separate product schedules under this Master Agreement (each a "Product Schedule"). Services that are provided to all Customers under this Master Agreement ("General Services") are described in the General Services Product Schedule. You may select other desired Business Online Services as may be made available from time to time. By accepting this Master Agreement, you agree to comply with the terms and conditions of this entire Master Agreement, and any Product Schedule, User Guides (defined herein), or other enrollment documents required to activate and provide the Services hereunder. This Master Agreement incorporates by reference the Security and Authentication Schedule (defined herein), any Product Schedule applicable to Services offered or provided under this Master Agreement, and any Supplemental Agreements, User Guides, or other documents completed and required by Bank to activate and provide the Services. In the event you enroll more than one business entity in the Services (each an "Additional Customer" or "Customer"), each business entity becomes a Customer that is a party to this Master Agreement and agrees to the terms and conditions of this Master Agreement, including any terms and conditions incorporated herein.

If, following the Effective Date of this Master Agreement, you wish to modify Services or enroll in additional Services described hereunder, you may do so by executing the applicable documents provided to you by Bank. Notwithstanding any other language in this Master Agreement, Bank may accept or reject any such applicable documents in its sole discretion.

In addition to the Services described herein, the Bank may in the future incorporate, and make available to you, new Services offerings ("New Services") under the terms and conditions of this Master Agreement. In such cases, the Bank may, in its sole discretion, either update this Master Agreement to reflect the addition of New Services offerings or provide you with a separate Product Schedule for such New Service offering.

The General Terms and Conditions contained herein, together with the terms and conditions of any documents incorporated herein, and any attachments, forms, exhibits or schedules hereto, as each may be amended from time to time, including Product Schedules for New Services, constitute this entire Master Agreement. These collective terms and conditions apply to each account ("Eligible Account", or "Account") for which you use the Services under this Master Agreement.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions together with each Product Schedule incorporated herein will control your use of any of the Business Online Services offered by Bank. Each relevant Product Schedule hereunder contains terms and conditions applicable to that particular Service and each Product Schedule provided in connection with a New Service offering also contains terms and conditions applicable to that particular Service.

- 1. Important Information.** This Master Agreement applies to and governs: (1) any Service you may use at any time; and (2) any and all of your accounts with us or our affiliates, which make use of or otherwise access the Services, whether or not you have formally designated the account(s) as subject to this Master Agreement. If you designate more than one Account for use with Online Banking, we will "link" the Accounts together. In addition, Accounts of Customers added for online access or online services, including those added at a later date, will also be "linked" to Accounts of the "original" Customer as well as other Additional Customers. This Master Agreement shall become effective with respect to a Service when a copy of this Master Agreement is delivered to you (including by email or other electronic means) and the Bank has received the Product Schedules, and all other required forms, schedules, and related information and the Bank has completed its underwriting process, if applicable. The Bank will only be responsible for

performing the Services expressly provided for under this Master Agreement, including any applicable Product Schedule incorporated herein, or provided to you in connection with a New Service offering under this Master Agreement, for which you have been successfully enrolled. The Bank may contract with one or more outside vendors to provide one or more of the Services. By accepting this Master Agreement, enrolling in a particular Service, and accepting applicable Product Schedules and supporting documentation, you authorize us and our outside vendors to provide the Services in accordance with this Master Agreement. If there is any conflict between the terms and conditions of this Master Agreement and the Deposit Account Agreement and Disclosures, the Master Agreement shall control, but only to the extent reasonably necessary to resolve such conflict. If there is any conflict between the terms and conditions of this Master Agreement and any Product Schedule, the relevant Product Schedule shall control, but only to the extent reasonably necessary to resolve such conflict.

Customer is not a “consumer.” Customer shall use the Services only for its own lawful business and commercial purposes. Customer shall not use the Services for or on behalf of any third party. If Customer ever uses the Services for or on behalf of any third party, Customer must immediately notify Bank. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer officers, employees, authorized representatives, Administrators and Authorized Users do not use the Services for personal, family, or household purposes or any other purpose not contemplated by this Agreement. Such usage is not authorized and will violate this Agreement.

2. Services.

- a. **Approval.** We are under no obligation to approve your use of any Service. The decision to approve your use of any one or more Services is within our sole discretion. Our records will be conclusive as to the dates on which we approve your use of such Services. For the purpose of the Master Agreement, we will be deemed to have approved your use of a Service on the date we complete the activation of the Service for you on our system. Your approval for activation of any Service, or for continued use at any time after initial activation, may be subject to underwriting criteria established by us from time to time. If we require additional information for your activation or continued use of a Service, we will communicate to you the nature and content of the information you will be required to provide to us. You agree to provide to us such financial, business, and operating information as we may reasonably request in connection with our underwriting review and approval process. We may require one or more personal guarantee(s) of a principal, owner, member, partner, manager, director, or officer of the Customer in our sole discretion.
- b. **User Guides.** The Services to which this Master Agreement applies are set forth in the Product Schedules and may also be described or referenced in user guides, welcome packages, enrollment documents, processing guides, addenda, and fee schedules (as updated or amended from time to time, the “User Guides”), which we will provide to you with respect to some or all of the Services. The User Guides may also contain additional terms and conditions applicable to the Services. Your use of a Service after we provide you a User Guide pertaining to such Service will constitute your agreement to adhere to and be legally bound by the terms, conditions, requirements, instructions, and information in such User Guide. Each User Guide is an integral part of this Master Agreement and when we provide a User Guide to you, or amend or update a User Guide, it becomes a part of and is incorporated into this Master Agreement. Our records reflecting the dates on which we provide a User Guide to you will be deemed correct and accurate.
- c. **No Extension of Credit.** If a Service involves a debit to any of your Eligible Accounts or any other Account you maintain with us, you must have available, collected funds in such Accounts with sufficient amounts to enable us to make the debit. Nothing in the Master Agreement will constitute or be deemed a commitment by us to extend credit to you or for your benefit, or to grant to you any overdraft privileges. We will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use any one or more of the Services. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by us through a person authorized to make credit decisions on our behalf.

3. Consent to Contract Electronically.

- a. This Consent to Contract Electronically (the “Consent”) relates to your use of the Bank's Services and electronic interfaces. Upon your initial use of the Service(s), which constitutes your acceptance of this Agreement, you consent and agree to proceed with the review of all User Guides, Supplemental Agreements (including, without limitation, Product Schedules), fee schedules, and other documents used to activate and continue the Services.
- b. By accepting this Agreement, you are agreeing: (a) to the presentation of electronic documents, agreements, and disclosures, (b) that such documents are binding contracts, and (c) that you will accept the applicable documents electronically. You

acknowledge that all disclosures required by applicable law are being provided to you electronically. Specifically, you agree:

- i. **Delivery of Agreement:** This Agreement and all User Guides, Supplemental Agreements (including, without limitation, Product Schedules), fee schedules, or other documents used to activate and continue the Services, may be delivered to you as independent documents or as amendments to terms and conditions of previously accepted and executed Agreements and other incorporated or supporting documents, including, but not limited to, Agreements and documents applicable by means of transfer or assignment. Any of these documents may be delivered using .pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means (including, without limitation, use of an electronic signature service such as DocuSign).
- ii. **Acceptance of Agreement:** This Agreement, Product Schedules, and any other related documents (as referenced above), when delivered to you as amendments to terms and conditions, do not require your signature. The “wet” or electronic signature(s) or marks on previously executed Agreements and related documents shall be recognized as your signature approval. Your use of the Services constitutes: (a) your acceptance of and agreement to the requirements, terms, conditions, and amendments, (b) your intent to enter into a binding legal agreement, and (c) that your consent to conduct business electronically applies to all documents that the Bank will provide to you or agreements that you will execute with Bank.
- iii. **Signatures:** Any documents, including any modifications to such documents, signed using electronic means are as valid and enforceable as if you executed a paper copy using a “wet ink” handwritten signature.
- iv. **Authoritative Copy:** The authoritative copy of this Agreement and any Service Description, Product Schedule and/or User Guides or other enrollment documents required to activate and provide the Services herein (the “Authoritative Copy”), shall be the electronic copy that resides in the Bank's document management system (which may include documents held by a custodian designated by the Bank, such as DocuSign). If a paper version of the Authoritative Copy is created, then both the electronic version and paper version shall be considered originals and shall both be an Authoritative Copy.
- v. **Right to Paper Records:** You acknowledge that you may request a paper copy of the accepted or fully executed documents for your records by contacting the Bank and specifying those documents you wish to receive.
- vi. **Right to Withdraw:** You may withdraw your consent to proceed with the use of electronic documents, agreements, and disclosures at any time. If you elect to cease the use of electronic documents, agreements, or disclosures, Bank reserves the right to treat this as a termination of your use of the Services and deny access to the Services. You must notify the Bank, in writing, of any intent to withdraw this Consent.
- vii. **Changes in Account Information:** You acknowledge that you must maintain current Account Information and that you must promptly notify us of any change in your e-mail or other electronic address.
- viii. **Hardware and Software Requirements:** In order to receive electronic records, you acknowledge that you must have access to:
 1. A current version of an Internet browser that the Bank supports,
 2. An Internet connection,
 3. A current version of a program that accurately displays PDF files, and;
 4. A computer and operating system capable of supporting and storing the above.
- ix. You accept the terms of this Consent.

4. **Security.** You agree to comply with any and all security measures and procedures for access to and use of the Services as specified by us in this Master Agreement as may be modified from time to time. These security procedures ("Security Procedures") will involve required access devices, including user identification codes, Company IDs, passwords, PINs, tokens, keys, security devices, embedded

algorithms, digital signature and certifications and other related materials ("Access Devices"), which may be subject to periodic change. For avoidance of doubt, these Security Procedures shall apply to Additional Customers, if any. The current requirements, procedure details, and security terms and conditions are forth in the "Security and Authentication Schedule," as may be amended from time to time.

5. **Laws and Regulations/Governing law**. You hereby acknowledge and agree that you, your Senior Administrators and Authorized Users will access and use each Service only as permitted under this Master Agreement and only for legitimate business purposes, so as not generate transactions that violate the laws or regulations of the United States, or the State of North Carolina, to the extent applicable, or any other applicable law or regulation, including the rules issued by the National Automated Clearing House Association or "NACHA." This includes but is not limited to: sanction laws administered by the Office of Foreign Assets Control ("OFAC"). It shall be your responsibility to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's web site at www.ustreas.gov/ofac.)
6. **Equipment & Software**. You will be responsible, at your cost, for providing, installing, operating, and maintaining computers and other systems capable of accessing and using the Services. You will conform your computers and systems to the requirements necessary to access and otherwise use the Services. We may change these requirements from time to time in our sole discretion. If we provide or some other person provides software and associated documentation to you for use of a Service, you will use the software in accordance with the terms of the license that accompanies the software. You are responsible, at your cost, for the correct set-up and installation of all software. Due to periodic upgrades in software, new releases may be issued. If there is a fee associated with a new release, you will pay this fee. You are responsible, at your cost, for the installation, maintenance, and support of any new releases of software. You will immediately return to us any software and associated documentation upon cancellation of this Master Agreement or any Service provided hereunder, or earlier upon demand by us.
7. **Confidentiality**.
 - a. Any materials, software, documentation and other information provided by the Bank to you in connection with the provision of any Service pursuant to this Master Agreement constitutes confidential information of the Bank, which you agree to keep strictly confidential. You agree to maintain the confidentiality of, and not disclose, any Access Devices or other security procedures put in place to access the Services other than to those Senior Administrators, Authorized Users, or employees with a need to know. You may use any materials we provide you only for the purposes for which they were provided and you agree to notify the Bank promptly by telephone, confirmed in writing if any materials are lost or if the confidentiality of any materials or Access Devices or other security procedures are compromised.
 - b. You agree that you shall have sole responsibility for the custody, control and use of the Services and that no individual will be allowed to initiate an Entry, Request or other instruction to use one or more of the Services without proper authorization and supervision, and implementation of your security controls. If a Service requires the use of Access Devices, or other security measures, Bank will be fully protected in relying on any request that uses the correct user Access Device or other security measures.
 - c. Your obligations under this provision shall survive termination of this Master Agreement.

8. **Term and Termination**

- a. **Term**. This Master Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- b. **Termination for Cause**. Notwithstanding any other language in this Master Agreement, we may terminate this Master Agreement, including without limitation any Product Schedules, User Guides and other documents incorporated herein, and any or all of the Services hereunder if any of the following events occur: (i) a material adverse change in your financial condition, (ii) a material adverse change in your business, business procedures, products, or services, (iii) excessive item returns, fraud, or any other circumstances which, in Bank's sole discretion, may increase Bank's potential exposure for item returns, or otherwise present a financial or security risk to Bank, (iv) any representation or warranty provided by you under this Master Agreement is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; (v) your default in any material respect in the performance or observance of any term, covenant, condition, or agreement contained in this Master Agreement, (vi) your failure to comply with the agreement(s) governing your deposit or loan accounts or your failure to maintain such accounts in good standing, (vii) we have reason to believe that an unauthorized transaction has taken or may take place involving your use of the Services or an account used in connection with the Services; or (viii) the

commencement of a Bankruptcy Proceeding by or against you. “**Bankruptcy Proceeding**” means (A) that you or any of your subsidiaries or any affiliates shall: (a) commence a voluntary case under the United States Bankruptcy Code, as amended, or other federal bankruptcy laws (as now or hereafter in effect); (b) file a petition seeking to take advantage of any other applicable laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body; (c) consent to or fail to contest, in a timely and appropriate manner, any petition filed against it in an involuntary case under such bankruptcy laws or other applicable laws or consent to an Involuntary Bankruptcy Proceeding; (d) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a trustee, receiver, custodian, liquidator, or similar entity of such company or of all or any substantial part of its assets, domestic or foreign; (e) admit in writing its inability to pay its debts as they become due; (f) make a general assignment for the benefit of creditors; (g) make a conveyance fraudulent as to creditors under any applicable law; or (h) take any action for the purpose of effecting any of the foregoing; or (B) that a case or other proceeding shall be commenced against you or any of your subsidiaries in any court of competent jurisdiction, or through any regulatory agency or body, seeking: (a) relief under the United States Bankruptcy Code, as amended, or other federal bankruptcy laws (as now or hereafter in effect) or under any other applicable laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition, or adjustment of debts; or (b) the appointment of a trustee, receiver, custodian, liquidator or the like of such company or of all or any substantial part of the assets, domestic or foreign, of such company or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body.

- c. **Termination Without Cause.** Either party may terminate this Master Agreement for any reason upon thirty (30) days written notice.
 - d. **Termination for Convenience.** To terminate this Master Agreement, you must provide written notice to the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of such Service(s). Your final charge, if any, for the Services will be assessed at the end of your statement cycle. You may notify the Bank regarding termination by telephone, e-mail, or by writing a letter, using the contact information set forth on Bank’s most current records for Customer. You may also write a letter and give it to a Customer Service Representative at any of the Bank’s locations.
 - e. **Termination for Inactivity.** We may terminate this Master Agreement, including without limitation any Product Schedules, if you do not access or make use of the Services offered hereunder during any consecutive 180-day period. Termination for inactivity will not require us to give you advanced written notice. X`If the Business Online Services are terminated, you must contact us to have the Business Online Services reactivated before you will be able to schedule any transactions using the Services.
 - f. **Effect of Termination.** If you choose to terminate Business Online Services, any unprocessed payments will not be canceled. You must therefore cancel any prescheduled fund transfers prior to notifying us that you are discontinuing the Business Online Services. The Bank will terminate the Online Banking service within two (2) Business days from the date we receive your request to discontinue Online Banking. However, the Bank will not be responsible for any unprocessed or scheduled payments that are made after you terminate Online Banking. Termination of Online Banking, by itself, does not terminate your Bank account or account agreements. Termination of this Business Online Services Master Agreement or any Schedule shall not impact any right or obligation arising prior to termination, including without limitation any indemnification obligations or obligations created by payment or debit instructions you processed through the Bank—which may be honored in Bank’s discretion.
9. **Overdrafts.** With respect to the provision of any Service, the Bank may, in its sole discretion, allow an overdraft to occur in your account(s). Except as Bank may agree otherwise, you must repay Bank immediately, without demand, the amount of the overdraft plus any overdraft charges. The fact that the Bank may previously have allowed you to incur an overdraft does not require the Bank to allow such overdrafts in the future. Any overdrafts shall be subject to the terms and conditions with respect to overdrafts contained in the Deposit Account Agreement and Disclosures and/or this Master Agreement, including without limitation any applicable User Guides, Product Schedules and related agreements and fee schedules. Overdrafts are separate and distinct from any overdraft line of credit or offset accounts that you may have linked to your account(s). Such overdraft privileges are governed by the terms of the agreement(s). We may offset funds in one or more of your accounts either before or after creating an overdraft situation in order to process debits to create an overdraft.
10. **Security Interest in Accounts and Settlement Reserve.** You grant us a security interest in all account(s) or other deposits (whether general or special) of yours at the Bank, and in all funds in such accounts or other deposits, to secure your obligations to us under this Master Agreement and/or any applicable Product Schedule. This security interest will survive termination of this Master Agreement. We may hold any funds on deposit with us by you after termination of this Master Agreement for a reasonable period

following the expiration of any return or chargeback period.

11. Your Representations and Warranties. You represent and warrant to the Bank on each day on which a Service is provided as follows:

- a. You are a business entity duly authorized, validly existing and in good standing under the laws of the United States, or the laws of the state in which you were organized;
- b. You have all requisite power and authority to enter into this Master Agreement, which constitutes a duly authorized, legal, valid, binding and enforceable obligation. Your acceptance of this Master Agreement, and any other corresponding Product Schedule or Addendum incorporating the same, has been duly and validly authorized by all necessary action. Further, the individual or individuals who accept, approve, or execute the application for the services contemplated under this Master Agreement or any applicable Product Schedule on your behalf is each duly authorized by you to do so;
- c. The performance of your obligations under this Master Agreement will not result in a breach of your organizational documents or of the provision of any material contract to which you are a party or by which you are bound;
- d. Any transaction contemplated hereby will not be in violation of state or federal law;
- e. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions, maintenance of proper security procedures, and any record keeping requirements with respect thereto;
- f. Your use of any Service or New Service, as applicable, under this Master Agreement will not facilitate or result in any illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 *et seq.*, or otherwise violate any law, regulation, judgment, decree or order that may apply to you;
- g. Your use of the Services pursuant to this Master Agreement are for business purposes only and you will not use the Services primarily for personal, family or household use;
- h. There is no lawsuit pending or threatened against you which, if lost, would impair your financial condition or ability to pay Bank under the terms of this Master Agreement;
- i. Any information you provide us in connection with your application for one or more of the Services is accurate and complete as of the time it is provided, and you will promptly notify us of any material change in that information; and
- j. To the extent that you appoint a “Third Party Agent” (auditor, CPA, property manager, business manager, *etc.*) to perform any activities relating to a Service under this Master Agreement, you are solely responsible for all actions and obligations of such Third Party Agent as if such actions were your direct actions and obligations. You acknowledge that, among other things, this means that you are liable for the Third-Party Agent’s breaches of warranties and obligations, including liability for indemnification for such breaches, as if you had breached such warranties and/or obligations. You shall undertake all appropriate due diligence of, and investigation into the business, operations, intellectual property and other rights, financial and other conditions, or rights and creditworthiness, of any Third Party Agent based upon documentation and other information you have deemed appropriate and used to make your own decision to enter into a relationship with any Third Party Agent. Your agreements with any Third Party Agent must include a provision allowing Bank to conduct, upon reasonable notice and during normal business hours an on-site inspection of Third Party Agent’s books, records and premises, to ensure compliance with the requirements of this Master Agreement as it relates to any Service with regard to which such Third Party Agent acts on your behalf.

12. Account Agreement Fees.

- a. You agree to maintain and designate to Bank one or more account(s) to be used for debiting or crediting all payments and deposits and related adjustments and charges. Any such account(s) established by you in connection with the Services offered hereunder by the Bank shall be governed by this Master Agreement. Bank may also require that you maintain minimum balances in designated accounts to avoid certain fees. Should your balances fall below these requirements, you may be assessed fees as set out in the Bank’s fee schedule (“Schedule of Fees”).
- b. You agree to compensate Bank for all accounts and Services that Bank provides pursuant to this Master Agreement, including without limitation under any applicable Product Schedule, User Guides, and related agreements incorporated herein as may be in effect from time to time that apply to the Services. You agree to keep collected and available funds on deposit in its account

sufficient to cover any fees or other obligations incurred under this Master Agreement.

- c. Bank may amend service fees, in aggregate or individually, at any time, as set forth in its Schedule of Fees. To the extent that such changes adversely affect you, the Bank will use commercially reasonable efforts to give notice to you of such changes, in accordance with applicable law, or as may otherwise be agreed between Bank and you.

13. Oral Instructions/Changes.

- a. Except as otherwise may be required to comply with the Bank's security procedures or the requirements of any particular Service, Bank may rely on oral instructions from a Senior Administrator who identifies himself or herself by name and is authorized by you. Except as otherwise stated in this Master Agreement, the Bank is not required to act on any instruction from any person or to give notices to any person.
- b. You may request from time to time that the Bank change the processing instructions for a Service. The Bank is entitled to rely on any such requests from you or your Senior Administrator and must be given a reasonable opportunity to act upon any such request prior to being obligated under any requested change. For certain changes, the Bank may require the request to be in writing in a form and manner acceptable to the Bank from an authorized person as reflected on the authorized person list. Certain requests may be subject to Bank approval.

- 14. Accuracy of Data.** You have sole responsibility for confirming the accuracy and validity of all information, data, Entries, Requests and processing services prepared by you and delivered to us (and vice versa) in connection with any Service. You agree to carefully review all records, statements and other information provided to us by you (and vice versa) and to report any discrepancies within thirty (30) business days of your receipt of the record or other information. Your failure to report to us the existence of any discrepancies in any record or other information constitutes your acceptance of the record or other information as valid and accurate, and you shall be precluded from asserting any discrepancy against us.

- 15. Electronic Notices. PLEASE READ THIS SECTION 17 CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT ELECTRONIC NOTICES.** By accepting this Master Agreement, including without limitation any applicable Product Schedules, User Guides, and related agreements incorporated herein for any online Services, Customer thereby gives its consent for us to deliver to Customer any required disclosures and other notices concerning such Services by e-mail or other appropriate electronic means, including notices posted within the online banking portal. Customer may withdraw such consent to receipt of electronic notices and required disclosures or change Customer's e-mail address or electronic contact information by a message to Bank by mail at Bank's notification address above, or by fax or e-mail using Bank's fax, telephone number or e-mail address as communicated to Customer at the time, subject to Bank's confirmation of receipt. If Customer withdraws consent, we reserve the right to terminate Customer's participation in these Services. Before Bank will send to Customer electronically any disclosures or notices that would otherwise be required by applicable law or regulation to be made available to Customer in writing, Bank may send Customer an e-mail message and ask Customer to confirm that Customer can access the electronic information in the form in which it will be provided. After providing this confirmation, Customer may still request a paper copy of a disclosure or notice provided to Customer electronically by writing to Bank at the address above and identifying the disclosure or notice Customer is requesting. A fee may be charged for a paper copy of the electronic information. Customer may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. ***E-mail may not be a secure method of communication.*** Thus, we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (such as to report a lost or stolen Access Device, or unauthorized activity). In such cases, do not use e-mail. Instead, Customer should contact Bank's Customer Care Center at its telephone number published from time to time.

- 16. Limits on Transactions.** The Bank may set limits on the volume, amount, or payees of transactions. You will be notified of your limits during the Online Banking enrollment process. Should you exceed these limits (or other limits set by the Bank) you will be notified electronically of the rejection of such instructions. You agree that the Bank may reject such instructions if you are notified electronically within twenty-four (24) hours of such denial of the transaction instructions.

- 17. Independent Contractor Relationship.** Except as may be otherwise expressly provided in this Master Agreement, it is understood and agreed between the Parties that the Bank is an independent contractor and not an employee, partner, joint venturer, or agent of the Customer.

- 18. Severability.** If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

19. Waiver. Any waiver (expressed or implied) by either party of any default or breach of this Master Agreement must be in writing and shall not constitute a waiver of any other subsequent default or breach. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

20. Limitation of Liability. We will be responsible only for performing the Services expressly provided for in the Master Agreement and shall be liable only for actual damages incurred by you as a result of our gross negligence or willful misconduct in performing those Services. We will not be responsible for any loss, delay, cost, or liability that arises, directly or indirectly, in whole or in part, from (a) your actions or omissions, the actions or omissions of your officers, employees, agents, Senior Administrator or Authorized Users, or the actions or omissions of those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any instruction or information provided to us; (d) any error, failure, loss, corruption or delay in the transmission or delivery of data, records, or items due to a breakdown in any computer or communications facility; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, terrorism, acts of war, market disruptions or moratoriums, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy, or regulation; (h) the lack of available funds in your account to complete a transaction; or (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf.

Except for losses caused by our gross negligence or willful misconduct, our liability for any loss, cost, or liability arising from our actions or omissions will not exceed the monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by UCC Article 4A.

Regardless of the degree of culpability or the nature of the claim against the Bank, we will not be responsible, under any circumstances, for any special, consequential, punitive, or indirect damages that you incur in connection with the Services, even if we are aware of the possibility for such damages. This provision shall survive the termination of all Services.

21. Force Majeure. Bank shall not be liable or responsible for inability to perform, delays or errors that occur by reason of acts of civil or banking authorities; national emergencies; labor disruptions; acts of God; insurrection; war; power supply failure; malfunctions or unavoidable difficulties with Bank's equipment; acts or delays by or failure to act by any carrier and/or agent Bank may use to carry out the services to be provided under this Agreement; or any other cause or condition beyond Bank's control.

22. Miscellaneous. Unless expressly provided otherwise in this Master Agreement or a Product Schedule, "Business Day" means every Monday through Friday, excluding Federal Reserve holidays and any other day the Bank is not open for business. You agree to provide to the Bank, before the Bank begins providing any Services to you pursuant to this Master Agreement, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification. Bank may supply you with certain hardware and/or software owned by or licensed to the Bank to be used by you in connection with the Services. You agree that all such software is and shall remain the sole property of the Bank and/or the vendor of such software. You agree to comply with all terms and conditions of all such license agreements and other documents to which you agree to be bound. You acknowledge that Bank may require you to have certain systems, equipment, computers, hardware, software, telecommunications equipment and services, Internet access and services and other service equipment and/or software. Such system requirements must be obtained and maintained at your own expense in good working order and must meet our requirements for the Services, including security protections. You acknowledge that we may make changes to our system requirements from time to time as we deem necessary and that you are responsible for the cost of any such changes. You agree at your own expense to cause a computer to be installed that is acceptable to the Bank for use of any software supplied by Bank. Such computer shall be kept in good condition and working order, free of viruses, malware or other intrusions and with appropriate security protocols. Unless otherwise agreed in writing, you shall be responsible for the payment of all costs of software, installation of any software provided to you in connection with the Service as well as installation, training, and maintenance and repair of all hardware required on your premises for the successful operation of the software.

23. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND/OR ANY EQUIPMENT, HARDWARE, SOFTWARE, INTERNET OR OTHER SERVICES PROVIDED BY US OR A VENDOR, INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES AND/OR EQUIPMENT, HARDWARE, SOFTWARE, INTERNET OR OTHER SERVICES PROVIDED BY US OR A VENDOR WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, AND WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. You acknowledge there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and/or telecommunications lines or circuits and you hereby assume all such risks. If any of these disclaimers are limited or prohibited by law, we make only the warranties specifically permitted by applicable law.

24. Indemnification. You hereby agree to reimburse, indemnify, protect, defend and hold Bank, its affiliates and its officers, directors, employees and agents harmless, from and against, any losses, claims, liabilities, fees (including attorneys' fees, costs and investigatory fees) fines or penalties, of any kind whatsoever ("Damages") arising out of or in any way connected with the performance by Bank, its officers, directors, agents and employees, or the Services, including without limitation (a) any actions or omissions taken by Bank in reliance upon the instructions of any of your employees, officers, agents, or third-party agents; (b) any claim of any person that Bank is responsible for any of your acts or omissions or the acts or omissions of any other persons; (c) any failure on your part, or the part of your officers, employees, agents, or third-party agents to comply with this Master Agreement, Product Schedules, User Guides, Supplemental Agreements or any other applicable law, rule or regulation; (d) any damage or injury to you or any third parties asserted to have arisen out of the Bank's performance of its duties and obligations under this Master Agreement; (e) any negligence or willful misconduct on your part or the part of your employees, directors, officers and agents; and (f) any unauthorized use of the Credentials by unauthorized persons, unless the action complained of was caused by Bank's gross negligence or willful misconduct. This indemnification shall survive the termination of this Agreement. This indemnification includes any Damages caused by Bank's reliance on instructions received from you or that the Bank believed were received from you following authentication procedures agreed upon by you and the Bank.

25. Entire Agreement. This Master Agreement, including without limitation any applicable Product Schedules, User Guides, and related supplemental agreements incorporated herein represent the entire agreement between the parties with respect to the Services and replaces and supersedes all prior agreements between you and us with respect to the Services. This Master Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing contained in this Master Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and the Bank.

26. Arbitration and Waiver of Jury Trial. You and Bank agree that the transactions contemplated in this Master Agreement, including transaction contemplated in any applicable Product Schedules, User Guides and related supplemental agreements incorporated here, involve "interstate commerce" under the Federal Arbitration Act ("FAA"). EVERY CONTROVERSY OR CLAIM BETWEEN CUSTOMER AND ANY INDEMNIFIED PARTY ARISING OUT OF, OR IS IN ANY WAY RELATED TO OR RESULTING FROM, THIS MASTER AGREEMENT, THE SERVICES OR ANY OTHER SERVICES PROVIDED BY BANK, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT, WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE CONDUCTED BY AN ATTORNEY LICENSED IN THE STATE ENCOMPASSING THE BRANCH OF THE BANK AT WHICH THE CUSTOMER TRANSACTS BUSINESS. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR SHALL HAVE EXPERIENCE IN COMMERCIAL BANKING TRANSACTIONS. CUSTOMER AND BANK SHALL MUTUALLY SELECT AN ARBITRATOR. IF CUSTOMER AND BANK CANNOT MUTUALLY SELECT AN ARBITRATOR, EACH SHALL SELECT AN ATTORNEY TO ACT AS A LEGAL REPRESENTATIVE AND THOSE TWO ATTORNEYS SHALL MUTUALLY SELECT THE ARBITRATOR. THE ARBITRATION SHALL BE CONDUCTED PURSUANT TO THE PROCEDURAL RULES (AS AMENDED) OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS COMMERCIAL ARBITRATION RULES (THE "ARBITRATION RULES"). THE ARBITRATION SHALL BE CONDUCTED IN A CITY OF CUSTOMER'S CHOOSING WITHIN 100 MILES OF THE BRANCH OF THE BANK AT WHICH THE CUSTOMER TRANSACTS BUSINESS (SO LONG AS SUCH LOCATION IS IN THE SAME STATE AS THE STATE OF THE ARBITRATOR BASED ON THE "SELECTION" CRITERIA ABOVE). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) CUSTOMER WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) CUSTOMER WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) CUSTOMER WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES, WHETHER OF CIVIL PROCEDURE OR OTHERWISE; AND (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS ARBITRATION PROVISION IS SUPPLEMENTAL TO, AND NOT IN LIEU OF, ANY OTHER ALTERNATIVE DISPUTE RESOLUTION PROVISION, AND, IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER SUCH ALTERNATIVE DISPUTE RESOLUTION PROVISION, THE TERMS OF THIS PROVISION SHALL CONTROL. This agreement to arbitrate disputes will

27. **Exception to Binding Arbitration.** Bank agrees not to invoke its right to arbitrate any individual claim you bring in small claims court or an equivalent court of limited jurisdiction (if such claim involves less than \$15,000 amount in controversy) so long as the claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank's right to interplead funds in the event of claims to account funds by different parties.

28. **Amendments to Master Agreement.** We may amend the terms of this Master Agreement, including without limitation any applicable Product Schedules, User Guides, enrollment forms, and related agreements and fee schedules, at any time by providing you with prior notice. We shall provide thirty (30) calendar days' prior notice of amendments unless otherwise expressly provided in this Master Agreement (including, without limitation, any applicable Product Schedule). Your use of any service governed by this Master Agreement after the designated notice period will constitute your agreement to adhere to and be legally bound by the terms, conditions, requirements, instructions, and information in the documents, including all amendments. Our records reflecting the dates on which we provide amended documents to you will be deemed correct and accurate.

This Master Agreement may not be assigned without prior written approval of the Bank. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of our Service(s). In the event any provision of this Master Agreement, including without limitation any applicable Product Schedules, User Guides, enrollment forms, and related agreements and fee schedules shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

29. **Notices.** We may send notices or otherwise communicate with you orally, in writing by letter or by electronic communication (e-mail), by statement message, or by electronic notification through the online banking portal, and you consent to receive messages by any of these methods. Notices are effective on the date stated in the communication or if no effective date is noted, on the date sent. Your use of a Service after the effective date means that you have accepted the notice or communication. You agree to provide us with your current e-mail address and U.S. mail address and update us immediately if there are any changes to either address. Notices to us may be made to your Treasury Management Service officer and must also be sent to the following address:

To Bank:
HomeTrust Bank
Business Online Banking
10 Woodfin Street
Asheville, NC 28801

To Customer:
At the latest primary address shown on Bank's books and records for Customer, as reasonably determined by Bank.

30. **Governing Law.** This Master Agreement shall be governed by and interpreted according to U.S. federal law and the law of the state in the United States of America in which the applicable Account (or principal Account in the case of multiple accounts) associated with the Services being provided is housed. In the event of any dispute is not subject to the prior arbitration provisions or such arbitration is deemed by the arbitration tribunal to be unenforceable, such disputes shall be resolved *exclusively* in the state or federal courts located in the county and state in the United States of America in which the applicable Account (or principal Account in the case of multiple accounts) associated with the Services being provided is housed by the Bank.

This Agreement is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services constitutes your acceptance of the amendments.

WHAT IS THIS DOCUMENT?

This Agreement provides the general terms and conditions for business online banking.

It applies to all online-accessed accounts and services.

BUSINESS SECURITY AND AUTHENTICATION SCHEDULE

The Business Security and Authentication Schedule (the “Schedule”) stipulates current security requirements, procedures, and terms and conditions applicable under the Business Online Banking Master Agreement and all incorporated Product Schedules and services documentation. Your acceptance of the Master Agreement constitutes your acceptance of and agreement to comply with this Security and Authentication Schedule, which is incorporated to the Master Agreement by reference.

1. You acknowledge and agree that the following Security Procedures will apply with respect to your use of the Services. You must comply with the Security Procedures described herein with respect to any instructions transmitted by you to the Bank. You acknowledge that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of any instructions. No security procedure for the detection of any such error has been agreed upon between the Bank and you.
2. You acknowledge that, following consideration of the Security Procedures proposed herein, the Bank’s systems and procedures established for providing the Services under the Master Agreement, including without limitation Bank’s Security Procedures, are commercially reasonable. The Bank shall not be responsible for any error in the transmission or content of any instructions.
3. You agree that in order to access the Services, the Bank may, in its sole discretion, require you to use Security Procedures that may change from time to time and that may include without limitation, hardware and/or software solutions. You acknowledge that (i) the Bank reserves the right to change its Security Procedures from time to time and (ii) your continued use of the Services following notice of such changes shall constitute your acceptance of any new Security Procedures as commercially reasonable.
4. **NOTE:** If instructions (or a request for cancellation or amendment of instructions you provided) received by the Bank purport to have been transmitted or authorized by you following the Security Procedures, it will be deemed effective as your Entry (or Request) and you shall be obligated to pay the Bank in accordance with such instructions even though the Entry (or Request) was not authorized by you, provided that the Bank accepted the instructions in good faith and acted in compliance with the Security Procedures.
5. **Senior Administrators and Authorized Users.** You understand that the Bank (i) may only work with your designated Senior Administrator in order to implement changes to user access, account controls, and service limits (if applicable); and (ii) may work with any Authorized User for support assistance involving the Services.

Creating and Managing Senior Administrators and Authorized Account Users.

- a. **Senior Administrators.** You shall designate one individual user as a “Senior Administrator” who will oversee your use of the Business Online Services. Your designated Senior Administrator must, in your discretion, possess the business knowledge, authority, technical capability and trustworthiness appropriate for an individual charged with controlling the rights of other individual users to access your banking information and conduct financial transactions on your behalf. The Senior Administrator shall be designated during the Service enrollment process. The Senior Administrator shall have access to all Business Online Services and related accounts available to you. The Senior Administrator will be able to grant access and authority to “Authorized Users” having a degree of access and authority less than that of the Senior Administrator’s level of access and authority with respect to the Business Online Accounts and Services; however, the Senior Administrator may not delegate the authority to add or delete Authorized Users. You agree that you are responsible for any activity connected with any user that you add, including any Senior Administrator that you designate, as well as any Authorized User designated by the Senior Administrator. In the event you elect to designate more than one Senior Administrator, each Administrator shall have all capabilities and authorities described in this section.
- b. **Creating and Managing Authorized Users.** The Senior Administrator may add additional Authorized Users for the Services by use of a form acceptable to Bank, or directly through Online Banking, as may be available. Each Authorized User shall create his or her own Password or PIN (“User Password” or “Password”) and other authentication tests. For each Authorized User, the Senior Administrator may designate the activity levels, account access, and user permissions for each linked Account. ***The Senior Administrator shall have the same level of authority and privileges with regard to Additional Customers (if any) as he/she has with regard to the “original” or “primary” Customer, including, without limitation, authority over User Ids, User Passwords, Access Devices and access privileges.***

- c. **Authorized User Access.** You agree that, by granting an Authorized User "Creator" access, you will be allowing that Authorized User to transfer funds, perform account maintenance, view account transactions, and perform other services, such as stop payment, and electronic bill payments provided under the Master Agreement. "Approver" access allows an Authorized User to view account transactions and approve and "release" the transactions created by a Creator. The Bank recommends that you not do so, but at your option, you may designate an Authorized User as BOTH a Creator and Approver with authority to both create and approve their own transactions. Granting Users the capacity to both create and approve their own transactions constitutes a waiver of the Online Banking dual control security setting. Authorized Users with "eStatements" access can only view eStatements for applicable accounts, but are not granted other abilities such as, but not limited to, access to funds transfers or account maintenance. Mobile Deposit access grants Authorized Users the ability to deposit checks into applicable accounts within previously determined parameters using their mobile devices, but does not grant other abilities such as, but not limited to, access to balances, transaction history, funds transfers, or account maintenance. You are responsible for ensuring the authority of a user (or users) to access Business Online Services is revoked when such user(s) is/are no longer authorized to access the Services (including, without limitation, when such user has left your employment). In addition, you are responsible for ensuring the authority of an Authorized User with respect to a particular Service (or Services) is revoked when such Authorized User is no longer authorized to access such particular Service(s) (including, without limitation, when such Authorized User's employment with your organization is terminated or his or her responsibilities or position change within your organization). You must also notify the Bank in writing of any such revocation of authority. A designated Customer Authorized Representative of the Master Agreement or a Senior Administrator shall have the right to revoke access of an Authorized User. The method of changing access rights is more fully explained in subsection (e).
- d. **Account Designations/Authorizations.** You will need to designate which accounts will be utilized for payments and transfers. If you designate an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any instruction that is designated by you, your Senior Administrator, and/or the Authorized User for that account and the banking service in question, when accompanied by the designated User ID(s) or User Password(s). **Note: This may mean that we will act upon the instruction of only ONE person, even though the signature card for the account in question requires two or more signatures on checks or other transactions.** If an instruction pertaining to a particular Service is accompanied by the designated User ID(s) or User Password(s), the transaction will be deemed authorized by you, the Senior Administrator or Authorized User, as applicable. The terms of this Agreement will override any Account documents, corporate resolutions, or signature cards as to this issue.
- e. **Notification of Revocation of Authority.** You are responsible for informing the Bank any time a person associated with your business and listed as a Senior Administrator or Authorized User, as applicable, has his or her authority revoked. You must also notify the Bank any time you wish to designate a new Senior Administrator. Only a designated Customer Authorized Representative of this Master Agreement (or other Authorized Representative with similar authority) may revoke a Senior Administrator's rights. For security, one Senior Administrator may not terminate the rights of another Senior Administrator. You shall notify Bank within one (1) business day of the removal/termination of a Senior Administrator or Authorized User. You are responsible for the actions of persons who have had their authority to access and use the Services revoked until you give the Bank notice of revocation of such authority and the Bank has had adequate time to act on such notice. Such notice must be given separately from any other notices given to other Bank departments, by calling us at 800-627-1632. You may also write us at: HomeTrust Bank, Attn: Customer Care Center, P.O. Box 10, Asheville, NC 28802-0010.
6. **Security** You agree to maintain the confidentiality and control of all Access Devices and to take all reasonable precautions to safeguard the Access Devices and prevent unauthorized access to your account(s) and any Access Devices. Customer is responsible for maintaining the security of its data and ensuring that its systems are secure and adequately backed up. Customer shall take all commercially reasonable measures and exercise all commercially reasonable precautions to prevent the unauthorized access, disclosure or use of all Access Devices associated with or necessary for customer's use of the Services. You are responsible for the security of all such access devices, usernames, PINs, and passwords. The Bank will have no liability if you or your employees disclose the Access Devices or disclose the Security Procedures. Any such disclosure will be treated as your consent to provide this information to that third party and provide him/her/them with access to your account. Your use of a Service constitutes your agreement that the security procedures for that Service are commercially reasonable. We may change our Security Procedures at any time and will notify you of any such change. You agree to promptly implement the change upon receipt of our notice. Use of the Service after we provide notice of a change constitutes your acceptance of the changed Security Procedures. We may deny you access to a Service if you do not accept an updated Security Procedure or execute a proper waiver of the additionally offered security products. We also may set up Customer limits for a Service, including but not limited to wires, funds transfers, bill

payment, mobile deposit, and any other Services contemplated under the Master Agreement, which limits may be changed from time to time in our sole discretion.

- a. You agree that you are solely responsible for ensuring that Access Devices are assigned and accessible only to Senior Administrators and Authorized Users who have authority to access and use the Services and your accounts. You agree to train such persons with respect to the proper use and implementation of the Security Procedures and Access Devices and to provide ongoing and regular oversight and monitoring of those procedures, any Senior Administrator, any Authorized Users, and any Access Devices. You agree to establish and maintain your own internal security procedures and controls to ensure and promote the protection and confidentiality of the Security Procedures and the Access Devices. You will be solely responsible for any loss or damage suffered by you or a third party resulting directly or indirectly from your failure to comply with the required Security Procedures. Additional users added to your account(s) are added at the Customer's sole risk and responsibility.
- b. You have sole responsibility for ensuring that your computers or other electronic equipment used to access and make use of the Services are within your custody and control, secure and free from all types of electronic viruses and malware that may compromise their security or the security of the Access Devices. You acknowledge and understand that the Services are accessed through the Internet, which is a public system over which the Bank has no control and that, accordingly, you should only use a computer or other electronic device to enter any requests under the Services that is in a secured location and that is used only by your Senior Administrators and Authorized Users and that your network and network hardware is secure. You further agree that it is your responsibility to set up, maintain and review your security arrangements, and to update, maintain and properly use industry standard security products that are appropriate for you, including firewalls, anti-virus protection, anti-spyware protection, and patches that apply to a known exploitable vulnerability. You agree that no individual will be allowed to access and make use of the Services without proper supervision and strict security controls. Bank shall be fully protected in relying on the correct Access Devices and absent a breach of security in the Bank's internal systems, or any circumstances where the Bank does not act in good faith, Bank shall have no responsibility for and you assume full responsibility for, any erroneous, fraudulent, mistaken, illegal or wrongful use of the Services resulting from a breach of security, including a breach of security occurring on or in connection with your systems, including without limitation any use of the Services resulting from any viruses, Trojans, worms, phishing, pharming, keylogging or other fraudulent activity enabled by malware or other destructive or disruptive components, regardless of the source or cause.
- c. To further enhance your security, you agree to follow these minimum general safety guidelines:
 - i. You, your Senior Administrator, and your Authorized Users will never walk away from your computer while logged on to the Services.
 - ii. You, your Senior Administrator, and your Authorized Users will check your account balances and activity daily and report any suspicious activity immediately to the Bank.
 - iii. You, your Senior Administrator, and your Authorized Users will memorize the codes that are part of your Access Devices and change them regularly.
 - iv. You, your Senior Administrator, and your Authorized Users will never disclose any of the Access Devices to any person other than the Senior Administrator and Authorized Users.
 - v. You, your Senior Administrator, and your Authorized Users will create complex passwords. Such passwords must be a minimum of eight characters, and should include numbers, letters and special characters. Such passwords will never be shared with or disclosed to the Senior Administrator or other Authorized Users.
 - vi. You, your Senior Administrator, and your Authorized Users will read and stay abreast of industry best practices for Online Banking security, as may be available through articles, white papers, or other paper or electronic resources and may be updated from time to time.
 - vii. You, your Senior Administrator, and your Authorized Users will read the Bank Business and Commercial Online Banking Security Best Practices document provided to you and follow the guidance contained therein, including any updates, notices, or warnings from the Bank.
- d. It is highly recommended by Bank that you put in place internal controls to ensure that all external requests for transfers of

funds using wire transfer, bill payment, or other Services are approved by a person other than the person inputting, sending, or delivering the request to the Bank ("Dual Control"). This is created through the use of company level settings and/or Authorized User permissions. If Customer determines that it wishes to accept and process external funds transfer requests with the approval of **only one** Senior Administrator or Authorized User, as determined through Customer's chosen configuration of company level settings and/or Authorized User permissions, Customer acknowledges and accepts it is waiving the Dual Control security settings. By waiving the Dual Control security settings, Customer shall be bound by any payment order (whether or not authorized) issued in the Customer's name and accepted by the Bank pursuant to the approval of such designated Senior Administrator or Authorized User. **Any decision not to use Dual Controls will substantially increase your risk of unauthorized Requests and unauthorized transfers, which may result in losses to you.** Bank shall not be liable for any losses stemming in whole or in part from your decision to forego use of Dual Controls. In the event of unauthorized access to the Accounts, you will be responsible for such access if such access could have been prevented by use of Dual Control and you elected to decline this additional security. The Bank may at any time impose qualifying criteria, including but not limited to rules, limits or thresholds ("Qualifying Criteria") under which you are not eligible to waive Dual Control requirements and which may be amended from time to time.

- e. If an Entry or Request (or a request for cancellation or amendment of an Entry or Request) received by Bank purports to have been transmitted or authorized by the Customer, it will be deemed effective as the Customer's authorized Entry or Request and the Customer shall be obligated to pay to Bank the amount of such Entry or Request, even if the Entry or Request was not authorized by the Customer, provided that Bank accepted the Entry or Request in good faith and acted in compliance with the Security Procedures referred to in this Agreement.
- f. If an Entry or Request (or request for cancellation or amendment of an Entry or Request) received by Bank was transmitted or authorized by Customer, Customer shall pay to Bank the amount of the Entry or Request, whether or not Bank complied with the Security Procedures referred to in this Agreement with respect to that Entry or Request and whether or not that Entry or Request was erroneous in any respect or whether that error would have been detected if Bank had complied with such procedure.

7. **Security Procedures:** The Security Procedures with regard to instructions transmitted to the Bank via the Services shall include the following:

- a. **Company ID:** the authorization of Customer and the assignment by Bank of a business ID for use by all designated Senior Administrators and Authorized Users ("Company ID"),
- b. **User ID:** the authorization of Authorized Users and the assignment by Bank of individual IDs for such Authorized Users (each, a "User ID"),
- c. **Password:** the creation by each Authorized User of an individual User Password, which must be used in conjunction with a User ID to access the Services,
- d. **Challenge Questions:** the use of a limited number of challenge questions to verify the identity of the Authorized User in the event unusual login or transaction activity is detected,
- e. **Dual Controls:** the use of a system whereby a Senior Administrator or Authorized User is given entry authorization to provide instructions to the Bank. However, the instructions do not become valid until a second Senior Administrator or Authorized User has given approval authorization, which provides a secondary approval to "release" the instructions to the Bank. **Note:** The Dual Control system covers only wire transfer, bill payment, and internal transfer Services.

8. You agree to be bound by any instructions, whether or not authorized and issued in your name and accepted by the Bank, in compliance with the Security Procedures. You agree that the above-described Security Procedures are commercially reasonable and that you have considered these Security Procedures, weighed the risks, and wish to continue with the use of the Service(s). You acknowledge these Security Procedures are "commercially reasonable" pursuant to Article 4A of the Uniform Commercial Code. Regardless of any claim of unauthorized access, you will be responsible for any transaction instructions given following authentication using the Security Procedures. Bank will only have an obligation to comply with the Security Procedures set forth herein.

9. The Bank shall be entitled to rely on any written notice or other written communication contained in a secure e-mail purported to be from you, and such communication shall be deemed to be authorized by you.

10. **Telephonic Verification of Requests.** The Bank may, in its sole discretion, use callbacks to verify instructions given to the Bank. You agree the callback confirmation process is designed to verify the source of the request, not to detect errors in your instructions. You further agree that the Bank's use of callbacks is not required under the Master Agreement, or relevant Service Description or Product Schedule and the Bank's failure to use callbacks to verify any Request shall not be deemed to be a violation of the Security Procedures set forth in the Master Agreement, or relevant Product Schedule. You agree and consent you will not hold the Bank liable for transfers or transactions delayed or not completed due to our inability to contact you to confirm instructions.
11. **Bank's Refusal to Accept Instructions.** Bank, in its sole discretion, may refuse to process or abide by any instructions from the Customer in the event (i) Bank has a good faith belief that the instructions are not authentic, (ii) the instructions are incomplete, (iii) the Entry, Request, and/or identity of the purported Senior Administrator or Authorized User cannot be verified in the sole and absolute discretion of Bank, (iv) there are insufficient collected funds in the Account to cover the instructions, or (v) any other condition or requirement for the processing of the instructions, as set forth in any deposit account or funds transfer agreement between you and Bank, as amended from time to time, is unsatisfied.
12. **System Security.** You are responsible for maintaining current software upgrades and patch management. Additionally, anti-virus, anti-malware, and anti-spyware programs and firewalls shall be maintained on all your systems, User Computers and Access Devices. In accessing the Services, you shall employ complex passwords containing a minimum of eight (8) alpha numeric characters and annual training as part of your internal security program. Additional security is also established by use of multi-factor authentication by Bank. You agree that Bank shall not have access to any Passwords and can only reset such Passwords.
13. **Periodic Security Testing.** You shall be responsible for internal and external intrusion testing of your network system.
14. **Contingency Procedures.** You are responsible for systemic or operational risk contingency planning with regard to your network system.
15. **Communication Problems.** You are responsible for maintenance and connectivity of telecommunication with your ISP (internet service provider). In the event the Bank is experiencing issues with the Service(s), the Bank may, in its sole discretion, attempt to notify you of such issues.
16. **Keeping User Documentation Current.** You are responsible for keeping your Senior Administrator information current with the Bank. This information is provided to the Bank upon initial set up of Business Online Services. When the responsibilities and/or position of one or more of your employees change, and such change affects employee's use of the Services, you shall contact the Bank's Customer Care Center by phone at 800-627-1632 or by e-mail at BusinessOnline@htb.com for an updated document to use. The information on the document is used to verify users of the Bank's Online Banking platform prior to working with them regarding transactions.

WHAT IS THIS DOCUMENT?

This Schedule provides security requirements, procedures, and terms and conditions for all online banking accounts and services.



GENERAL SERVICES PRODUCT SCHEDULE

This General Services Product Schedule establishes the terms and conditions of the HomeTrust Bank Online Banking Service, the HomeTrust Bank Electronic Stop Payments Service, the HomeTrust Bank eStatements and Notifications Service, the HomeTrust Bank Information Reporting Service, and the HomeTrust Bank Business Mobile Banking Service, and sets forth the rights and responsibilities of the Bank and Customer with respect to Services. The terms and conditions contained herein are incorporated into, and form a part of, the Master Agreement, and your acceptance of the Master Agreement constitutes your acceptance of and agreement to comply with this Product Schedule.

The Services included in this General Services Product Schedule do not require election and are provided to all Customers upon enrollment in the Bank business or commercial online banking platform, through acceptance of the Master Agreement.

ONLINE BANKING SERVICE

1. **Statement of Service.** The HomeTrust Bank Online Banking Service allows you to access and use the Bank's Online Banking Service system to view your selected Accounts maintained at the Bank and to perform various other banking services, including internal transfer of funds. This Service also allows access to other Business Online Services in which you may participate, as defined in the Master Agreement and relevant Product Schedules.
2. **Definitions.**
 - a. **"Online Banking Service" or "Online Banking"**, means the internet-based service providing access to your Bank account(s) and various banking services.
 - b. **"Online Accounts"** means the Bank account(s) from which you will be conducting transactions using Online Banking.
 - c. **"ISP"** means your Internet Service Provider.
 - d. **"Secure Browser"** means the internet browser software application you download from the Bank in order to log in to and use Commercial Center, where applicable.
3. **Account Access.** You may access your Bank business accounts online. Your enrollment documents will allow you to list certain Bank accounts that you wish to access with this Service. If it includes the accounts of your parent company, subsidiaries, related business entities, or affiliates, you warrant that they have authorized you to access their accounts through this Service in the same manner as your own accounts. You shall provide appropriate authorizations from such companies to Bank, permitting their account(s) to be so included. Any decision to provide Online Banking with regard to such accounts shall be in the Bank's sole discretion. You agree to notify us immediately in writing of any changes to that access authorization.
4. **Access to Services.** You agree that the Accounts you access through Online Banking are primarily used for purposes other than personal, family, or household purposes. Instructions for users may be provided by the Bank via written user guides. You will gain access to your Online Accounts through your internet-enabled device, your ISP, User ID, and User Password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of Online Banking may be suspended for brief periods of time for maintenance purposes. You agree that you shall not make Online Banking available to third parties, unless otherwise agreed to in writing by the Bank.
5. **Transfer of Funds.** In addition to viewing Online Account information, you may use the Online Banking Service to conduct the transfer of funds among your Online Accounts. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your business

checking, savings, and money market Online Accounts. You may not use the funds transfer service in Online Banking to transfer funds to accounts at another financial institution.

- a. **Scheduling Transfers.** Transfer requests made after 8:30 p.m. ET on a Business Day may, in the Bank's sole discretion, be processed either the same Business Day or the next Business Day, while transfer requests made on a Saturday, Sunday, or Bank or federal holiday will be processed the next Business Day. Scheduled and recurring transfers will be processed from the funding account at the beginning of the Business Day requested. Transferred funds, other than loan payments, will be available for withdrawal no later than the Business Day following the Business Day the transfer is posted to the receiving account.
 - b. **Canceling Transfers.** You cannot cancel a one-time immediate transfer after it has been submitted through Online Banking and the information has been transmitted to us. Future dated and recurring transfers must be canceled no later than 8:00 p.m. ET one business day before the transfer is scheduled to be made.
 - c. **Erroneous Transfers/Overpayments.** In the event funds are mistakenly or erroneously transferred to your account from an account owned or controlled by another person or entity (or the amount of such funds exceeds the proper amount of such transfer), you agree that we may withdraw such funds (or any amount in excess of the proper amount of such transfer) from your account to rectify such error or mistake.
 - d. **Sufficiency of Available Funds.** You agree that you will instruct the Bank to make a transfer only when a sufficient balance is or will be available in your accounts at the time of the transfer. In the event your transfer account does not have sufficient funds to make the transfer as of the date the transfer is scheduled to be made, the transfer will not be made, regardless of later deposits. In the case of future or recurring transfers, only the current transfer will be impacted by insufficient funds; transfers scheduled for future dates will not be affected. The Bank shall have no obligation or liability if it does not complete a transfer because there are insufficient funds in your accounts to process the transfer. Additionally, the Bank is under no obligation to inform you if it does not complete a transfer because of insufficient funds.
 - e. **Limitations on Liability. The Bank shall have no liability to you for any unauthorized transfer made using your Password or, without limitation, any Password assigned to any user, that occurs before you have notified us of possible unauthorized use and we have had reasonable opportunity to act on that notice.** The Bank may suspend your Password or any other user Password, even without receiving such notice from you, if we suspect the Password is being used in an unauthorized or fraudulent manner.
6. **Online Account History.** You will have the ability to view your account history in Online Banking going back up to five (5) months. Some of the services available through Online Banking provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of the Business Day, some transactions may not be reflected in the system until the next Business Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact the branch where you opened your account for loan and deposit information.
7. **Customer Responsibilities.**
 - a. Customer is and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing and using Online Banking Services or any other Services accessed via Online Banking.
 - b. Customer assumes exclusive responsibility for the consequences of any instructions it or any of its users may give to the Bank and for failure to supply accurate input information in the use of Online Banking.
 - c. Customer assumes exclusive responsibility as relates to its (or any of its users) access to the Internet. The Bank assumes no liability or control over the Internet access to Online Banking.

- d. **Fees:** Customer authorizes the Bank to debit its designated account(s) for services provided under this Product Schedule or for other Services in accordance with the Bank's Schedule of Fees. The Bank may change its fees from time to time upon proper notice to Customer.

ELECTRONIC STOP PAYMENTS SERVICE

1. **Statement of Service.** The HomeTrust Bank Electronic Stop Payments Service allows you to electronically place or cancel a stop payment request, which may be made in person, by telephone or in writing and is subject to the terms of the Master Agreement.
2. **Requesting Stop Payments.** You agree to the following process in requesting an electronic stop payment:
 - a. You shall include in each stop payment request the check number, the magnetic ink character recognition ("MICR") serial number, the exact amount of the check for which payment is being stopped (dollars and cents), and the account number on which the check is drawn. You understand and agree that the Bank can only stop a check that shows the same MICR serial number and exact amount of the check as that set forth in the stop payment request.
 - b. You agree to review your account statements prior to transmitting a stop payment request and agree not to transmit any request relating to a check that has been shown to be paid on such statements. Bank is not liable for processing any check that does not appear as paid on a statement with the correct check serial number due to defects or damages to MICR information on the check.
 - c. You acknowledge that under certain circumstances, the Bank may pay a check even if a stop payment request is in effect (for example, where a branch becomes a "holder in due course" of the check being stopped).
 - d. Any stop payment request shall terminate at one hundred and eighty (180) days after the hold is placed, unless it is renewed or canceled earlier. All stop payment requests will be canceled automatically when the account on which the check is drawn is closed or transferred.

eSTATEMENTS AND NOTIFICATIONS SERVICE

1. **Statement of Service.** The HomeTrust Bank eStatements and Notifications Service allows you to, through the eStatement feature, receive account statements, account analysis, pricing information and other information relating to account activity or services, transactional activity and/or other Services with the Bank electronically, and through the Notification feature, to receive certain types of notices associated with and related to various Services provided under the Master Agreement electronically. Certain eStatements and eNotifications may not be available at any point in time and Bank reserves the right to send "paper copies" in accordance with your Account Agreement(s).
2. **Customer Representations and Warranties.** You represent and warrant to Bank that (1) the e-mail address(es) to which eStatements and other Notifications will be sent are owned by you or your authorized representatives, and that you or your authorized representatives have access to the e-mail notification informing it that eStatements are available; (2) you are able to access the eStatements and other Notifications; (3) you are responsible for the accuracy and validity of the e-mail address(es) you provide to Bank, and you will notify the Bank of any change in those e-mail address(es) prior to those new address(es) going into effect; and (4) you understand that eStatements are subject to reconciliation provisions contained in other Services under this Master Agreement as well as relevant Product Schedules.
3. **Customer Agreements.** You hereby consent to the electronic delivery of your statements and regulatory information that the Bank would typically include in mailings of paper statements, such as mandated disclosures. Any individuals that you name as a Senior Administrator or Authorized User may receive the electronic delivery of your statements and regulatory information. You and the Bank must agree if any Senior Administrator or Authorized User should not have access to this information for all of your Accounts. You agree that notice to any

Senior Administrator or Authorized User will be treated as notice to you, regardless of whether such Senior Administrator, Authorized User, or your authorized representative provides you with such information. Notwithstanding the foregoing, the Bank may, at its option, deliver paper statements and/or regulatory information to you. You also may request a paper statement and/or regulatory information by the HomeTrust Customer Care Center; however, a fee may be imposed on such requests. You acknowledge and agree that the notices provided under the Notification Service are provided as a convenience to you, exclusive of the terms of any other agreement between you and the Bank. You further acknowledge and agree that you may not rely on the receipt or expected receipt of a notice or the content of any notice to relieve you of your obligations or duties under the General Terms and Conditions applicable to this Notification Service or of any other Service or Product Schedule. You must continue to use the Services in compliance with this Master Agreement, including this Service, other Services, and applicable Product Schedules and any other agreement between you and the Bank, and you agree that the Bank is not liable (1) for any failure to provide or any delay in providing any notice; (2) if any notice is intercepted or received by any unauthorized person or entity; or (3) if any of the notices are inaccurate or incorrect in any way. The terms of the Notification Service do not amend or otherwise change the terms of the General Terms and Conditions applicable to this Master Agreement or any other agreement between you and the Bank.

INFORMATION REPORTING SERVICE

1. **Statement of Service.** The HomeTrust Bank Information Reporting Service provides you with certain account, transaction, and other related information to help you control and manage your accounts. The information provided may include information generated from other Services provided to you.
2. **Customer Responsibilities.** You agree to notify your Bank representative or the HomeTrust Customer Care Center of the features and accounts for which you would like Information Reporting Services.
3. **Current Information.** Information reported on a current day basis is subject to updating and therefore, at any point in time may not reflect the information on the Bank's records at that time. Such information may be subject to adjustment upon final posting.

Confidentiality. If, through your use of one or more Bank Services, you gain access to any information relating to any third party, including information relating to one or more of your subsidiaries that have authorized your receipt of such information, you agree that you will treat that third party information as strictly confidential and shall not disclose it to any person within or outside your company, except those that have a need to know. You also agree to ensure that adequate measures have been taken to prevent the unauthorized use of any third-party information. You agree that you will not use any third-party information for your own purposes, other than in a communication to the Bank relating to a Service.

BUSINESS MOBILE BANKING SERVICE

1. **Statement of Service.** The HomeTrust Bank Business Mobile Banking Service allows you to access business accounts and related financial services and banking capabilities from a compatible mobile device through the downloadable business mobile banking app, HomeTrust Business Mobile.

Additional terms and conditions for use of this Service are established in the ***HomeTrust Bank Business Mobile Banking Terms and Conditions*** (together, the "**Mobile Terms and Conditions**"), which collectively set forth the obligations and responsibilities of the Bank and Customer with respect to the Service. *HomeTrust Bank Business Mobile Banking Terms and Conditions* are accessible under the terms and conditions link in Online Banking.

2. **Access to Service.** You acknowledge and agree each designated Senior Administrator will automatically receive access to download and use the Service. You further agree the Senior Administrator may at any time grant Authorized Users the ability to download and use the Service, by enabling access to the Service through Online Banking settings specific to each user. The Senior Administrator may also remove access to the Service for any Authorized User by disabling the applicable Online Banking settings.

3. Customer Agreements.

- a. You consent and acknowledge that access to some accounts, other banking services, features, and functions may not be available through HomeTrust Bank Business Mobile Banking Service.
- b. You agree to review **all** Mobile Terms and Conditions **prior** to use of the Service. Use of the Service by you, Senior Administrators, or Authorized Users constitutes your agreement to and acceptance of all terms and conditions of the Service.
- c. You agree that you are fully accountable for all transactions conducted and actions taken by any Authorized User through the Service. You assume exclusive responsibility for the consequences of any instructions you, your Senior Administrator, and any Authorized Users may give to the Bank, including, without limitation, payments, transfers, or other transactions initiated, directed, or completed using the Service.

WHAT IS THIS DOCUMENT?

This Product Schedule provides descriptions and specific terms and conditions for all services included automatically with enrollment in business online banking.

ELECTRONIC BILL PAYMENT DELIVERY SERVICE PRODUCT SCHEDULE

General. This Product Schedule establishes the terms and conditions of the Electronic Bill Payment Delivery Service and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. The terms and conditions contained herein are incorporated into, and form a part of, the Master Agreement. The terms and conditions contained herein are incorporated into, and form a part of, the Master Agreement, and your acceptance of the Master Agreement constitutes your acceptance of and agreement to comply with this Product Schedule.

1. **Statement of Service.** Bank shall provide you with a secure online method of issuing payments from your deposits accounts to third parties. Pursuant to this Service, you may establish payees to whom payments can be made, schedule such payments to occur in advance at your convenience, and set up recurring payments. Payments are initiated as either an electronic payment or as a paper check depending on whether the payee is capable of accepting electronic payments. From time to time Bank, in its discretion, may add and/or eliminate types of accounts that are eligible to use the Service, and may alter features or functions of the Service to meet the changing business needs of Bank and its customers. The Bank has the right, in its sole discretion, to impose limits on the Service, which may include daily limits, per transfer limits, or payee limits.
2. **Definitions.** In addition to the definitions contained in the General Terms and Conditions, the following definitions shall apply with respect to this Service:
 - a. **"Biller"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
 - b. **"Payment Instruction"** is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
 - c. **"Payment Account"** is the checking account from which bill payments will be debited.
 - d. **"Billing Account"** is the checking account from which all Service fees will be automatically debited.
 - e. **"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays.
 - f. **"Scheduled Payment Date"** is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
 - g. **"Due Date"** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
 - h. **"Scheduled Payment"** is a payment that has been scheduled through the Service but has not begun processing.
3. **Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Product Schedule (the "Service Guarantee").
4. **Payment Scheduling:**
 - a. The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.
 - b. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a

non-Business Day, you must select a Scheduled Payment Date that is at least two (2) Business Days before the actual Due Date.

- c. Scheduled Payment Dates must be prior to any late date or grace period.
- d. *Fund must be available in your Payment Account on the Scheduled Payment Date.*
- e. You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new Biller in the Service, it may take two (2) Business Days to set up the Biller to receive payments. You should schedule a payment to a new Biller at least ten (10) Business Days before any payment Due Date, to
- f. allow the Service time to set up the Biller and verify information about your account with the Biller.
- g. For all subsequent payments, you agree to allow at least four (4) to ten (10) Business Days between the Scheduled Payment Date and the payment Due Date.
- h. If the online session during which you schedule a payment or transfer ends by 2:00 p.m. ET on a Business Day, the Service will be considered to have received it on that day. Otherwise, it will be considered received on the following Business Day.

5. **Security Procedures.** In addition to the Security Procedures set forth in Section 4 of the General Terms and Conditions of the Master Agreement, you will abide by the Security Procedures in the Security and Authentication Schedule.

6. **Payment Authorization and Payment Remittance.**

- a. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system following the use of the Security Procedures. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.
- b. When any payment or other online Service generates items to be charged to your Payment Account, you agree that the Service may debit your Payment Account without requiring your signature on the item and without prior notice to you.
- c. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you.
- d. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.
- e. The Service will use commercially reasonable efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
 - i. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
 - ii. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
 - iii. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
 - iv. Circumstances beyond control of the Service Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

- f. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.
7. **Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.
8. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Bill Pay application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted.
9. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Bank using the toll-free number located on the Bank's website. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.
10. **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service, however, such payments are discouraged and *will be scheduled at your own risk*. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.
11. **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
- a. **Information provided to the Biller.** The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
- b. **Activation.** Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
12. **Authorization to obtain bill data.** Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
13. **Notification.** The Service will use commercially reasonable efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your

responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

- 14. Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- 15. Non-Delivery of electronic bill(s).** You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- 16. Accuracy and dispute of electronic bill.** The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.
- 17. Failed or Returned Transactions.** By using the Service, you are requesting us to make Payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you may receive a return notice from Bank. In such cases, you agree that:
 - a. You will reimburse Bank immediately upon demand the transaction amount that has been returned to Bank;
 - b. For any amount not reimbursed to Bank within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
 - c. You will reimburse Bank for any fees imposed by your financial institution as a result of the return;
 - d. You will reimburse Bank for any fees it incurs in attempting to collect the amount of the return from you; and
 - e. Bank is authorized to report the facts concerning the return to any credit reporting agency.
- 18. Information Authorization.** Through your enrollment in the Service, you agree that Bank and/or its Bill Payment Service provider reserve the right to request a review of your credit rating at its/their own expense through an authorized credit reporting agency or bureau. In addition, you agree that the Bank or its Bill Payment Service provider reserves the right to obtain financial information regarding your account from a Payee or Bank (for example, to resolve payment posting problems or for verification).
- 19. Acceptance of Product Schedule.** This Product Schedule, when delivered to you as amendments to terms and conditions, does not require your signature. The “wet” or electronic signature(s) or marks on previously executed Agreements and related service documents shall be recognized as your signature approval. Your use of Services described in this Product Schedule constitutes your acceptance of and agreement to the requirements, terms, conditions, and amendments of this Product Schedule.

This Product Schedule is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services constitutes your acceptance of the amendments.

WHAT IS THIS DOCUMENT?

This Product Schedule provides a service description and the specific terms and conditions for online bill payment. A checked box next to “Customer requests enrollment” enrolls Customer in the service.