

## **ONLINE BANKING AGREEMENT FOR SYNC TREASURY SYSTEM (“AGREEMENT”)**

**Effective 2/11/2020**

Please read the following agreement carefully. After you have read this Agreement, you may sign up for Bank Independent’s Sync Treasury System, including Bank Independent’s Bill Pay, Mobile Banking, and other services described in this Agreement and/or in separate agreements for the particular service (hereafter referred to as “System”) by logging in at [www.bibank.com](http://www.bibank.com) or through Bank Independent’s Sync Treasury Mobile Banking application.

### **Agreement:**

This Agreement is the contract which establishes the terms and conditions for usage of the System and covers your electronic access to your accounts at Bank Independent (the “Bank”) through the System, including all System Services (as defined below). This Agreement and the System include, without limitation, Online Banking and, if you choose to participate, Bank Independent Bill Pay, Mobile Banking, and eStatements each of which have additional terms and conditions which you will need to read and agree to in order to receive the particular service. By using the System or permitting any other person to use the System, you represent that you are at least nineteen (19) years of age and you accept all the terms and conditions of this Agreement, **INCLUDING WITHOUT LIMITATION THE ARBITRATION PROVISION SET FORTH HEREIN.**

The terms and conditions of this Agreement are in addition to any deposit agreements, deposit account rules and regulations, fee schedules and disclosures for each of your accounts (collectively, the “Deposit Agreement”) as well as your other agreements with Bank, including any agreements detailing particular System Services and any loan-related agreement or overdraft protection agreement.

This Agreement, the Deposit Agreement and any other documentation relating to the other features of the System, constitute the entire Agreement between you and Bank with respect to the subject matter of this Agreement, and there are no unwritten understandings or agreements as to those matters.

### **Definitions:**

As used in this Agreement, the words “we”, “our”, “us” and “Bank” mean Bank Independent. “You” and “your” refer to the accountholder authorized by Bank to use System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s funds through the System. “Account” or “accounts” means your deposit or loan account at Bank. “Electronic funds transfers” means ATM withdrawals, pre-authorized transactions, point of sale transactions, ACH transactions, and transfers to and from your bank accounts using the System including bill payments. “System Services” means the services provided pursuant to the Agreement, including Online Banking, Bank Independent Bill Pay, Message Center, and Mobile Banking. “Online Banking” means the use of the internet to access

your accounts and the System Services. "Business days" means Monday through Friday, excluding holidays.

### **Consent to Electronic Delivery of Notices:**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds transfer disclosures, may be made electronically by posting the notice on the Bank's website or by e-mail. Any such e-mail or posting on the Bank's website will be considered received by you within three (3) calendar days of the date sent or posted by the Bank, regardless of whether or not you login to the system within that time frame. You also agree to notify us immediately of any change in your e-mail address by any of the methods stated in the section titled "Communications Between You and Bank" within this Agreement.

### **Online Banking System Requirements:**

At a minimum, the following system requirements are needed for access to and retention of electronic information in using the System:

- Internet access
- An external e-mail address
- The most recent release and the last-released versions of the following browsers: Microsoft Edge®, Google™ Chrome™, Mozilla® Firefox®, and Apple® Safari®.
- Bank will notify you of any future changes to these software requirements electronically by posting the notice on the Bank's Online Banking System.

### **Joint Accounts:**

The provisions of this paragraph apply if any of your accounts with the Bank is a joint account. Each holder of a joint account who accesses the System is jointly and severally bound by this Agreement. Each of you acting alone, under separate, assigned log-in ID and password may perform transactions, pay bills, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of or notify either of you about the actions of the other. For joint accounts requiring two or more signatures, please refer to the Waiver of Joint Signatures form signed in conjunction with this Agreement for related modifications to transact business online. However, each of you will only be permitted to access accounts for which you are an owner or authorized signer.

Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring the instructions of the other or of any other person you authorize

to use your Bank System Services. Each of you agrees to indemnify and hold us harmless from any and all liability (including, but not limited to, reasonable attorneys' fees) arising from any such claims or actions.

**Access:**

To use the System, you must have at least one active account at the Bank, access to Internet Service and an E-mail address. You must have a checking account to utilize Bank Independent's Bill Pay Service. In order to use Mobile Banking, you must have a supported cellular phone with access to the internet, and a supported camera, depending on the services which you use. Access to the System will not be effective until all information has been verified and entered in the System. Access to your accounts through the System will be based upon the identification of users and authority levels as specified by you upon enrollment. Changes to account information must be communicated to us in writing. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

During your System online session, you will be automatically disconnected following thirty (30) minutes of inactivity. You may then sign-on again, if desired.

**System Services:**

You can use the System to: check the balance of your Bank accounts, view Bank account histories and statements, transfer funds between your Bank accounts, make stop payments, communicate with Bank customer service through the Message Center, pay bills from your Bank accounts in the amounts and on the dates requested (in accordance with the Terms and Conditions of Bank Independent Bill Pay), and access your accounts using Mobile Banking. Users may also use the System for Remote Deposit Capture, ACH transactions, Positive Pay, and for wire transfers (each in accordance with a separate agreement). Please read all online instructions carefully as some service features may require separate authorization or the submission of the completed form to us by mail or in person. Additional services and enhancements to existing services may be added from time to time without prior notice. Balance and activity information will be available as of 8:00 PM (Central Standard Time) of the previous business day and will include any pending memo posted transactions for the current business day not yet officially posted to your account (direct deposits, ATM withdrawals, point-of-sale transactions and holds).

Message Center: Once you have accessed your accounts electronically, you may send secure messages to and receive messages from the Bank through the "Message Center" link located within Online Banking.

Through this Agreement and your use of the Service and its components, you agree to all terms and conditions of use.

### **Hours of Access:**

Unless otherwise restricted by your system admin, you can use the System seven days a week, twenty-four (24) hours a day, although some or all System Services may not be available occasionally due to emergency or scheduled system maintenance or events beyond our control. When possible, we agree to post notice of any extended or unusual periods of non-availability on the System website [www.bibank.com](http://www.bibank.com).

### **Your Password:**

For security purposes, you are required to create your own password upon your initial login to the System. You determine the password you will use, and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password.

Passwords must meet the following requirements:

- Password maximum length: 25
- Password minimum length: 8
- Allow alpha characters in password: Yes
- Allow numbers in password: Yes
- Allow special characters in password: Yes
- Alpha characters in password are required: Yes
- Numbers in password are required: Yes
- Special characters in password are required: No
- Number of upper case required in password: 1
- Number of lower case required in password: 1
- Cannot be one of the previously used passwords: 5

Repeated unsuccessful attempts to use your password will result in suspended access to the system. To re-establish your authorization to use the System, you may contact Bank, or reset your password online by clicking the "Forgot password?" link on the Online Banking password entry screen. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, email addresses, date of birth, or names of children, and should be memorized rather than written down.

## **Admin Access**

If you have authorized admin designation for any user, you understand that the business is responsible for all actions and inactions of the Administrator, regardless of whether listed herein. By this designation, the Administrator has the authority to create and edit users of the Online and Mobile Banking and Bill Pay systems, to allow, suspend, and regulate time of access to the Online and Mobile Banking and Bill Pay systems and to reports therein, and to change settings including without limitation user ids, passwords, email and account settings, enrollment in electronic statements, access to wires, positive pay, ACH, and transfer limits.

## **Security/Privacy:**

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your password, user ID, and answers to your security questions, which are intended to provide security against unauthorized entry and access to your accounts. If you provide your password and/or user ID and/or answers to your security questions to anyone, you authorize any transactions carried out by that person. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers to third parties utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others. For further information on Privacy and security, please read our Privacy Policy and Identity Protection Information at [www.bibank.com](http://www.bibank.com). You hereby indemnify, agree to defend, and release the Bank from and against any and all liability related to and agree not to make any claim against the Bank for honoring or allowing any actions or transactions in which you have authorized the person performing the action or transaction to use your account or in which you have provided to the person your password and/or user ID and/or answers to your security questions.

## **Fee and Charges:**

You agree to pay the fees and charges for your use of the System as set forth in the Deposit Agreement and as disclosed during a transaction, as the same may be amended from time to time, in addition to any fees associated with certain features of Bank Independent Bill Pay and Mobile Banking, (as indicated on your screen prior to use, the Bank's Schedule of Fees, the terms and conditions for the particular feature, and/or in accordance with all separate agreements for related services). Other fees may be charged for specific transactions. You agree that all such fees and charges will be deducted from your Bank checking account. If you close your checking account, you must contact us in person, by e-mail or in writing immediately to designate another account as your account to be debited for Fees and Charges. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for any telephone, Internet service, satellite or other such associated fees you incur in connection with your use of the System.

### **Posting of Transfers:**

Internal immediate transfers initiated through the System before 8:00 PM (Central Standard Time) are memo-posted to your account the same day, provided funds are available. Internal immediate transfers completed after 8:00 PM (Central Standard Time) on a business day, will be posted on the next business day, provided funds are available. The System identifies transfers and other transactions based upon the user ID of the user who made the transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your account in order to avoid overdrafts.

Electronic Bill Pay transactions initiated through the System are posted to your account on the scheduled payment date.

### **Overdrafts (Order of Payments, Transfers and other Withdrawals):**

If your account has insufficient funds to perform all electronic funds transfers (transfers, Bill Payment, etc.) you have requested for a given business day, then items will be paid in accordance with the Bank's Notice Regarding Payment of Items. Electronic funds transfers initiated through the System which would result in an overdraft of your account may, at our discretion, be cancelled. In the event the electronic funds transfer initiated through the System which would result in an overdraft on your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Agreement.

### **Limits on Amounts and Frequency of System Transactions:**

Your ability to transfer funds from certain accounts, such as money market accounts and savings accounts, is limited by federal law and regulation and by the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable to excessive withdrawals or transfers and any applicable penalties. Transfers made using the System are counted against the permissible number of transfers described in the Deposit Agreement. If a hold has been placed on deposits made to accounts from which you wish to transfer funds, those held funds are unavailable until the expiration of the hold.

### **System Bill Payment Service:**

The Bank offers a bill payment service through iPay Technologies, a subsidiary of Profit Stars, a Jack Henry company. By agreeing to the terms of this Agreement and by your use of the bill pay service, you are agreeing to the Terms and Conditions of Bank Independent Bill Pay, as presented to you separately upon your enrollment in Bank Independent Bill Pay. In order to participate, you must follow the standard operating procedures and terms and conditions with respect to use of the Bill Payment Service as described in the Terms and Conditions of Bank Independent Bill Pay, as the same may change from time to time. When you select Bill Payment on the System, you will be prompted to this bill payment service. The Bank reserves the right to terminate or deny bill payment service.

You understand and agree that the Bank is not responsible for the timely delivery of mail, the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account, or for your failure to have sufficient funds in your designated Bank account on the payment date. The Bank shall not be responsible for any charges imposed or other action taken by a payee resulting from a late payment, including but not limited to finance charges and late fees, unless the Bank's actions or inactions are the sole cause of such charges or actions.

### **Stop Payment Requests for Paper Checks:**

You may initiate stop payment requests online via the System only for paper checks you have written or authorized on your Bank accounts (not pre-authorized or electronically established payment requests through the System). Online stop payment requests will be processed immediately if the item has not already cleared your account. Stop payment fees will be assessed to the checking account on which the stop payment has been issued according to the Deposit Agreement. To be effective, this type of stop payment request **must** precisely identify the name of the payee, the check number, the amount and the date of the check. You agree to provide additional information and authorized signature if requested by Bank in order to complete Stop Payment Request.

### **Mobile Banking and Mobile Devices:**

Mobile Banking allows you to easily access your Accounts through an application on your mobile phone, in accordance with this Agreement, the terms of which are incorporated herein. We may change, upgrade, or add new features to Mobile Banking from time to time without notice to you. In order to use Mobile Banking properly, you agree to the terms of this Agreement and have set Online Banking credentials. You also agree to accept responsibility for understanding how to use this service and any updated or changed version of this service. You agree to indemnify the Bank for any improper use of Mobile Banking or any of the other System Services in addition to any violation of the restrictions set forth in Agreement. The Bank reserves the right to refuse to make any transaction you request through Mobile Banking. Mobile Banking may not be available through all mobile service providers and carriers, or on all types of mobile phones. Please see the Mobile Banking Section for specific terms and conditions of its use. **Your acceptance of this Agreement through the Bank's mobile application constitutes acceptance of the terms of this Agreement.**

Any usage of your mobile phone or wireless device in connection with the System Services is subject to the terms and conditions of the service agreement between you and your telecommunications provider. This Agreement does not amend, supersede or replace the service agreement between you and your telecommunications provider. Your telecommunications provider may assess data and/or messaging charges. You are solely

responsible for any such charges. You agree to resolve any problems with your telecommunications services directly with your telecommunications provider.

If you use any mobile or wireless device in connection with the System Services, and the device is lost or stolen, you agree to contact your telecommunications provider immediately to make the appropriate changes to disable the use of your device. If your device is lost or stolen or if you cancel or change your cellular number, you agree to notify us immediately and to update your user ID and password. If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with your mobile device immediately. If you permit other persons to use your mobile device, login information, or other means of access to Mobile Banking, you will be held responsible for any transactions they authorize. **Electronic messaging cannot be used to notify us of lost or stolen user IDs and passwords, nor can it be used to notify us of unauthorized transactions.** You acknowledge that there are risks associated with using a mobile or wireless device, and in the event of theft or loss of such device, your confidential information could be compromised. You agree not to provide your access information to any unauthorized person, not to leave your mobile device unattended while logged into Mobile Banking, and to log off immediately at the completion of each access by you. By use of your mobile or wireless device in connection with the System Services, you assume these risks.

#### **Disclosure of Account Information and Transfers:**

You understand information about your accounts or transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as credit bureaus, in connection with the opening or maintaining of your account or in connection with approving your access to System. You understand that you are agreeing not to use any part of the System for unlawful or fraudulent purposes. If, during your use of the System or any of the System Services, we notice any information or action that may be fraudulent or otherwise unlawful, you agree that, to protect you, we may ask for further identifying information from you and/or research your accounts with us and report such information to government or other regulatory officials as required by applicable law. You agree and hereby authorize all these transfers of information. For further information please read our Privacy Statement located online at [www.bibank.com](http://www.bibank.com).

#### **Disclosure of Account Information to Third Parties:**

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



- Where it is necessary for completing a transfer
- In order to verify existence and condition of your account for a third party, such as a credit bureau or merchant
- In order to comply with government agency or court orders or officials having legal authority to request such information
- As required by applicable law or regulation
- If you give us your written permission
- If we have entered into an agreement to have any party provide the Service
- To Bank-affiliated companies

Information concerning your account history with Bank may be shared within the Bank's affiliated organization. Other information, including information you have given us as part of an application for one of our products or services, information we have received from a credit bureau or other third party, also may be shared among affiliated organizations. You may direct that information other than your Bank account history not be shared with Bank affiliates by writing us at the postal address referenced in the section of this Agreement titled "Communication Between Bank And You".

### **Periodic Statements:**

All System transactions will appear on your periodic account statement. You will receive a periodic statement for each monthly cycle in which an electronic funds transfer has occurred and a statement at least quarterly if no transfer has occurred.

### **Our Liability For Failure To Make A Transfer:**

If we do not complete a transfer to or from your account, on time or in the correct amount, according to our Agreement with you when you have properly instructed us to do so, we will be liable to you as follows:

- We will use our best efforts to return the improperly transferred funds to the Account;
- We will direct to the proper payee any previously misdirected payment or transfer; and
- We will pay any late fees assessed due to this error if the Bank's actions or inactions are the sole cause of such charges.

You agree to assist us, as necessary, in our efforts to recover any misdirected funds and to otherwise comply with your payment instructions. If we cause an incorrect amount of funds to be credited to your account, you agree that we may take any action appropriate to correct the error, including debiting your account.

We will not be liable in the following circumstances or as otherwise provided in this Agreement and in the Deposit Agreement:

- If through no fault of ours, you do not have enough money in your account to make a transfer
- If a legal order or other legal process directs us to prohibit withdrawals from the account
- If your account is closed, frozen or subject to a hold
- If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts or exceeds the balance in any account that has been linked to your checking account for overdraft protection
- If you or anyone authorized by you commits any fraud or violates any law or regulation
- If any electronic terminal, telecommunication device or any part of the System electronic funds transfer system is not working properly and this problem should have been apparent to you, or we advised you of such malfunction when you started the transfer
- If you have not properly followed the on-screen instructions for using the System
- If circumstances beyond our direct control (including, but not limited to fire, flood, interruption of telephone or other communication service, delays in postal service, etc.) prevent the transfer, despite reasonable precautions that we have taken
- If your transfer or payment authorization terminates by operation of law
- If you become aware of facts which suggest that someone has accessed your accounts without your permission and you fail to notify the Bank immediately
- If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring
- If you default under this Agreement, the Deposit Agreement, a credit agreement or any other agreement with us or if you or we terminate this Agreement

**The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of the System. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.**

**Third Party Network Disclaimer:**

You may not resell or redistribute any services you receive through the System, or our other services, or from our suppliers. You acknowledge and agree that neither the Bank nor its suppliers are responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet. You agree to take reasonable steps to ensure that you will not use the services provided to you or the Internet for illegal or disruptive purposes. Disruptions include, but are not limited to, distributing chain letters or mass mailings of unsolicited e-mail ("spamming"), propagating computer worms or viruses or using the services and the Internet to make unauthorized entry to any other machine. Violation of the foregoing may result in termination of access rights to the offending party or parties.

**Third Party Software; Virus Protection:**

The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the System (for example Quicken, other personal financial management software, etc.). The Bank is not responsible for any electronic virus that you may encounter. We encourage you to routinely scan your computer, software, USB devices and other storage devices or cards using a reliable virus product to detect and remove any viruses found. Undeleted or unrepaired viruses may alter, corrupt, damage or destroy your programs, files and even your computer. Additionally, you may unintentionally transmit the virus to other computers, software, or storage devices.

### **Your Right To Terminate:**

You may cancel your System service at any time by providing us with written notice by postal mail or Secure Mail. Your access to the System will be suspended within three (3) business days of our receipt of your instructions to cancel the service.

You will remain responsible for all outstanding fees, charges and pending transactions incurred prior to the date of cancellation.

### **Our Right To Terminate:**

You agree that we can terminate or limit your access to the System Services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Bank accounts. System Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, debits, etc.
- If you do not login to the System or have any transaction scheduled through the System during any consecutive ninety (90) day period. If you wish to reinstate the System Services, you must contact the Bank.
- If you violate any term or condition of this Agreement
- Upon reasonable notice, for any other reason in our sole discretion

### **Electronic Mail:**

If you send the Bank an electronic mail message (e-mail), the Bank will be deemed to have received it no later than the following business day. The Bank will have a reasonable time to act on your e-mail.

You should NOT rely on e-mail if you need to communicate with the Bank immediately (for example, to report the loss, theft or unauthorized use of your password or an unauthorized transaction from your Bank account).

### **Communication Between You and Bank:**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways (normal business hours are from 8:00 AM to 8:00 PM, Monday through Saturday), excluding federal holidays:

- E-mail: You may contact us at [customerservice@bibank.com](mailto:customerservice@bibank.com).
- Telephone: You may contact us by telephone at (256) 386-5000 or toll free at (877) 865-5050.
- Message: You may contact us using the Message Center service within our Online Banking System.
- Postal Mail: You may contact us by mail at: Bank Independent  
Attn: Customer Service  
P.O. Box 5000  
Sheffield, AL 35660
- In Person: You may visit us in person at any one of our locations, listed for your convenience at [www.bibank.com](http://www.bibank.com).

### **Description of Mobile Banking Services**

The Mobile Banking Services allow you to:

- (i) access Bank Independent account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at Bank Independent;
- (iii) make payments to merchants and individuals who have previously consented to accept payments through Bank Independent Bill Pay; provided, however that paying bills through Mobile Banking is subject to additional restrictions outlined in the "Additional Provisions For Use of Bill Pay Through Mobile Banking" below;
- (iv) if available, deposit certain checks into deposit accounts that are eligible to receive mobile deposits via Mobile Deposit; and
- (v) perform other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Not all Mobile Banking Services are available on all types of mobile devices. See the Bank's website at [www.bibank.com](http://www.bibank.com) for the most up-to-date information on Mobile Banking. Mobile Deposit requires a supported mobile device with a supported camera and operating system, in addition to a data plan for your mobile device. The Mobile Banking app is supported on iOS and Android devices with the latest operating system available, the latest app version, and a static IP address per session. The Bank reserves the right to modify the scope of the Mobile Banking Services at any time and to limit the number of mobile devices through which you may access the Mobile Banking Services. The Bank reserves the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. The Bank does not guarantee that your particular mobile device, camera, operating system or mobile carrier will be compatible with the Mobile Banking Services.

### **Use of Mobile Banking**

Mobile Banking will not work unless you have enrolled in Mobile Banking and you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software"). From time to time, the Bank may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Software. The Bank will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your wireless device.

### **Relationship to Other Agreements**

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with the Bank and its affiliates. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving the Bank. You also agree that if you have any problems with Mobile Banking, you will contact the Bank directly.

## **Errors**

You agree to notify the Bank of any suspected errors regarding Mobile Banking or Mobile Deposit immediately, but in no event later than 60 days after the applicable account statement is sent, in accordance with the Electronic Funds Transfer Act Notice in your Online Banking Agreement.

## **MOBILE BANKING SOFTWARE LICENSE AGREEMENT**

### A. License.

Subject to compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software on your wireless device within the United States and its territories. In the event that you obtain a new or different wireless device, you may be required to download and install the Software to that new or different wireless device.

### B. License Restrictions/Revocation.

This License shall be revoked immediately upon any of the following conditions:

- (i) your termination of Mobile Banking, the Online Banking System, and/or the Agreement;
- (ii) your deletion of the Software from your wireless device;
- (iii) your noncompliance with this Agreement; or
- (iv) notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your wireless device and/or discontinue use. The Bank and its service providers (which includes, without limitation, any provider of Software) reserve all rights not granted to you in this Agreement. .

### C. Software.

The Software shall be used solely for use in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy, reproduce, or sell all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the

Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this paragraph, (e) will only use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of the Bank's procedures and requirements for use of the Software. The provisions of this paragraph will survive termination of this Agreement.

## **YOUR OBLIGATIONS**

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

### **A. Account Ownership; Accurate Information.**

You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking and/or that you have been and are authorized by a business to access the accounts of the business. You represent and agree that all information you provide to the Bank in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that the Bank and its service providers may send you, by sms text message, e-mail, and other methods, communications relating to Mobile Banking. You agree to use Mobile Banking carefully and, as required by the Agreement, to check your statements and transactions regularly, to report any errors to the Bank promptly by calling the Bank at (256) 386-5000 or toll free at (877) 865-5050, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services.

### **B. Location-Based Information.**

If you use any location-based feature for Mobile Banking, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information, you may cease using location-based features of Mobile Banking.

### **C. Security.**

You are responsible for (i) maintaining the confidentiality and security of your mobile device, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Mobile Banking Services (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Mobile Banking Services. You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify the Bank if you become aware of any

loss, theft or unauthorized use of your mobile device or of any Access Information. The Bank reserves the right to deny you access to the Mobile Banking Services (or any part thereof) if the Bank believes that any loss, theft or unauthorized use of Access Information has occurred. Electronic messaging cannot be used to notify the Bank of lost or stolen Access Information, nor can it be used to notify us of unauthorized transactions. You acknowledge that there are risks associated with using a mobile or wireless device, and in the event of theft or loss of such device, your confidential information could be compromised. You agree not to leave your mobile device unattended while logged into the Mobile Banking Services, and to log off immediately at the completion of each access by you. By use of the Mobile Banking Services, you assume these risks.

#### D. Export Control.

You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

#### E. Proprietary Rights.

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer, decompile, or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking. The Bank and its third party service provider retain all ownership and proprietary rights in the Mobile Banking Service. In the event that you attempt to use, copy, license, sublicense, sell, or otherwise convey or disclose the application or the Mobile Banking technology, the Bank shall have, in addition to any other available remedies, the right to injunctive relief enjoining such actions.

#### F. User Conduct.

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for the Bank or its affiliates or service providers, or cause the Bank to lose (in whole or in part) the services of any of the Bank's service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### G. No Re-Sale.



You agree that the Mobile Banking Services are for personal or business use only. You agree not to resell Mobile Banking.

#### H. Indemnification.

You agree to indemnify, defend, and hold the Bank and its affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Agreement, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

### **CHARGES FOR THE SERVICE**

You agree to pay for Mobile Banking and Mobile Deposit in accordance with the Bank's current fee schedule, as amended from time to time. Currently there is no fee for Mobile Banking and Mobile Deposit. The Bank will advise you of any fee changes prior to implementing them. Notices of changes may be provided via mail or, if you have agreed to accept electronic notices, by email, text, or online on the Bank Independent website. You authorize the Bank to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, the Bank may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to the terms and conditions of use and agree to pay for them in accordance with the Bank's fee schedule and/or as shown on your screen at the point of use.

### **ADDITIONAL PROVISIONS FOR USE OF MOBILE DEPOSIT**

Mobile Deposit may be made available to certain customers of the Bank, to be determined by the Bank, in its sole discretion.

#### A. Deposits made through the Mobile Banking Service

Deposits made through the Mobile Banking Service are subject to all limitations and terms set forth in the relevant deposit agreement, as it may be modified from time to time, including without limitation, those terms related to deposit acceptance, crediting, collection, endorsement, processing order, and errors. When you take a picture of and transmit checks using the Mobile Deposit portion of the Mobile Banking Services, you agree to take a picture of and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). Checks may not be deposited into an account that has been closed.

#### B. Check images

You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit or the Mobile Banking Services to photograph and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you, or to you and another party who is named on the account to which you are depositing, with the correct endorsements of each party.
- b. Checks or items payable to any person or entity other than you and "signed over" to you.
- c. Checks made out to "cash."
- d. Checks depositing into a closed account.
- e. Checks or items containing alteration(s) to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- f. Checks or items previously converted to a substitute check, as defined in Reg. CC.
- g. Checks or items drawn on a financial institution located outside the United States.
- h. Checks or items that are remotely created checks, as defined in Reg. CC.
- i. Checks or items not payable in United States currency.
- j. Checks or items issued by a US federal agency (except made to a business), such as the Treasury Department.
- k. Money orders (except made to a business), savings bonds, traveler's checks, official checks or cashier's checks.
- l. Checks dated more than six months prior to the date of deposit.
- m. Checks or items not acceptable under the terms of your deposit agreement.
- n. Checks payable on sight or payable through drafts, as defined in Reg. CC.
- o. Checks with any endorsement on the back, other than the signatures of the payees or a restrictive endorsement of "For deposit only."
- p. Checks that require an authentication code or action by the Bank to obtain a code or authorization.

Nothing in this Agreement should be construed as requiring the Bank to accept any check or item for deposit, even if the Bank has accepted that type of check or item previously. The Bank shall NOT be required to identify or reject any checks or items that you may transmit and deposit that fail to meet the requirements of this Agreement.

#### C. Image Quality

The image of a check or item transmitted to the Bank using the Mobile Deposit portion of the Mobile Banking Services must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by the Bank, and with any requirements set by any clearing house used by the Bank or agreement the Bank has with respect to processing checks or items. You agree that the Bank shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

#### D. Endorsements and Procedures

Before transmission, you will need to restrictively endorse any check or item transmitted through Mobile Deposit as "For deposit only" and endorse the check correctly. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as the Bank may establish from time to time. You agree to supply any information in your possession that the Bank requests regarding a check or item deposited or attempted to be deposited through Mobile Deposit.

#### E. Receipt of Checks and Items; Crediting

The Bank reserves the right to reject any check or item transmitted through Mobile Deposit, at its discretion. The Bank is not responsible for checks or items the Bank does not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from the Bank that the Bank has received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. The Bank reserves the right to charge back to your account at any time, any item subsequently determined to be an ineligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

As provided in the relevant deposit agreement governing your deposit account and subject to the Bank's Funds Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are normally credited on the next Business Day. Deposits received and accepted after the Cutoff Time on a Business Day are reviewed on the next Business Day and are normally credited on the following Business Day. If the availability of the funds from your mobile deposit is delayed, you will be notified via mail, and these funds will be available after the hold expires. The Bank may establish earlier or later Cutoff Times for checks and items deposited via Mobile Deposit, and may credit your connected deposit account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your deposit account. In the event that the Bank establishes later Cutoff Times for checks and items deposited via Mobile Deposit, the Bank reserves the right to change the Cutoff Times at any time as permitted by law. Regardless of whether the Bank establishes later Cutoff Times for checks and items deposited via Mobile Deposit, you understand and agree that checks and items must be received and accepted by the Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for crediting the next business day. See the Bank's Funds Availability Policy for details on Cutoff Times. Provisional credit (memo-credit) may be granted for deposits made through Mobile Deposit. Deposits made through the service are posted during our nightly processing.

You enter the amount of the check as a deposit is made through Mobile Deposit. If the Bank determines that the check is for a different amount than you entered, the Bank may adjust the check amount and notify you of the adjustment. At all times, the check will be deposited for the amount read by the Bank.

#### F. Availability of Funds

The Bank will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit according to the funds availability policy set forth in Section E above for your deposit account connected to Mobile Deposit, subject to terms regarding Cutoff Times above.

#### G. Disposal of Transmitted Checks and Items

After a check or item has posted to your account, you agree to prominently mark the check or item as "Electronically Presented." You agree never to re-present to the Bank or any other party a check or item that has been deposited through Mobile Deposit unless the Bank notifies you that the check or item will not be accepted for deposit through Mobile Deposit. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for the Bank's audit purposes. To ensure that such checks and items are not re-presented for payment, you agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit, after

you have confirmed on your statement that the checks have cleared. Prior to disposal or destruction, you agree to safeguard such checks and items.

#### H. Deposit Limits

The Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by the Bank) that you transmit using Mobile Deposit and to modify such limits from time to time.

#### I. Presentment

The manner in which the checks and items are cleared, presented (or re-presented) for payment, and collected shall be in the Bank's sole discretion as set forth in the relevant deposit account agreement governing your deposit account.

#### J. Promises You Make to the Bank; Indemnity

You warrant to the Bank that:

- a. You will only transmit eligible checks and items that you are entitled to enforce, and all checks and items will include all signatures required for their negotiation.
- b. Images will meet the Bank's image quality standards in effect from time to time.
- c. You will not transmit an image or images of the same check or item to the Bank more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit or re-present the original check or item with the Bank or any other party, nor will you present a check to the Bank which has been deposited with another party or through another system.
- e. All information you provide to the Bank is accurate and true, including that all images transmitted to the Bank accurately reflect the front and back of the check or item at the time it was imaged.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You will use Mobile Deposit and Mobile Banking only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Banking or Mobile Deposit by or for the benefit of any third party.

h. By your utilization of the Bank's Mobile Banking application, you acknowledge that the third party service provider of the application may have access to the nonpublic personal information transmitted by you through the application and the Mobile Banking Service.

**You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision or the terms of this Agreement. You agree that you are solely liable and responsible for all damages, losses, expenses, and claims arising from, without limitation, any of the following: (i) duplication of images of deposited checks using Mobile Deposit; (ii) alteration of images of deposited checks; (iii) deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) acts of fraud, negligence, or willful misconduct committed by your employees or agents in depositing checks using Mobile Deposit; (v) failure of your hardware or software; or (vi) failure to properly store original checks once the image has been transmitted.**

#### **ADDITIONAL PROVISIONS FOR USE OF BILL PAY THROUGH MOBILE BANKING**

Enrollment in Bill Pay, setup of new accounts from which you want to make payments, and payment or payee modifications may require access to the online version of Bank Independent Bill Pay.

#### **ADDITIONAL PROVISIONS**

##### A. Mobile Banking Services Limitations.

1. The Bank will use reasonable efforts to make the Mobile Banking Services available for your use. Mobile Banking may not be available for short periods of time due to regular or emergency maintenance. Accessibility may also be interrupted because of conditions beyond the Bank's control, including without limitation outages in internet availability. The Bank does not warrant that Mobile Banking will always be available for your use. The Bank may elect to discontinue or modify Mobile Banking at any time. Your continued use of Mobile Banking constitutes your acceptance of and agreement to such changes. Neither the Bank, nor any of its service providers, can always anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data or settings or in other Mobile Banking interruptions. The Bank and its service providers do not assume responsibility for any difficulties or resulting damages that you may incur.

2. Neither the Bank, nor any of its service providers, assumes responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking. The Bank cannot guarantee the security of Mobile Banking, as it may be compromised or malicious code may be introduced by third parties. The Bank will provide you with notice if

your information is the subject of a security breach as required by applicable law. For security reasons, Mobile Banking Services have qualification and identification requirements. The Bank reserves the right to change these requirements at any time.

3. Neither the Bank, nor any of its service providers, assumes responsibility for the operation, security, functionality or availability of any wireless device or mobile network that you utilize to access Mobile Banking.

4. You agree to exercise caution when utilizing the Mobile Banking application on your wireless device and to use good judgment and discretion when obtaining or transmitting information.

5. Information about activity is synchronized between the Mobile Banking software and the Bank's Online Banking System. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through the Bank's Online Banking System. Information available directly through the Bank's Online Banking System may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through the Bank's Online Banking System. The Bank is not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither the Bank nor its service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

#### B. Changes or Cancellation.

You may cancel your participation in Mobile Banking by calling the Bank at (256) 386-5000 or toll free at (877) 865-5050. The Bank reserves the right to change or cancel Mobile Banking, in whole or in part, at any time without notice. The Bank may also suspend your access to Mobile Banking immediately and at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that the Bank will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

#### C. Third Party Beneficiary.

You agree that the Bank's service providers may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against you.

#### D. Limitations and Warranty Disclaimers.

The Bank and its service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this Agreement, whether oral or written, express,

implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. There is no guarantee that access to Mobile Banking will be available at all times, and the Bank shall not be liable if you are unable to access the services. Mobile Banking, and its components, are provided "AS IS." Neither the Bank nor its service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if the Bank or its service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of the Bank or its service providers to you in connection with the Mobile Banking Services or otherwise under this Agreement or the Agreement exceed the amounts paid by you for the services provided to you through the System.

### **Change In Terms:**

We may change any term of this Agreement at any time. If the change would result in increased fees for any System Service, increased liability for you, fewer types of available electronic funds transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We may post any required notice of change in terms on the Bank System website or forward it to you by e-mail or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the subject System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit account agreements and disclosures govern changes to fees applicable to specific accounts. You also agree to accept notification on any and all changes to these accounts by e-mail.

### **Disclaimer Of Warranty And Other Limitations Of Liability:**

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SYSTEM SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. We do not and cannot warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times or that you will always have access to System Services. We do not warrant that our services, the Internet or our suppliers will be available on a specified date or time or have the capacity to meet your demands during specific hours. Neither the Bank nor its suppliers will be liable for any damage that you may suffer arising out of use, or inability to use the services or products provided hereunder, even if the Bank had notice of the possibility of such damage. Neither the Bank nor its suppliers will be liable for unauthorized access to the Bank's transmissions facilities or premises or equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices



or any other method, regardless of whether such damage occurs as a result of the Bank or its suppliers' negligence. **In no event shall we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of the System. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System. You agree to indemnify, defend, and hold harmless the Bank, its officers, employees, directors, suppliers and agents, in their individual capacities and otherwise, from and against any and all losses, errors, injuries, expenses, claims, attorneys' fees, interest, or other damages arising out of your negligence, your failure to comply with applicable law, and your failure to comply with the terms of this Agreement.**

#### **ARBITRATION:**

**The parties hereto agree that all disputes, claims, and controversies between them, whether individual, joint, or class in nature, arising from this Agreement or otherwise, including with limitation contract and tort disputes but specifically excluding injunctive or other equitable relief, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed. Judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction. Any award in such arbitration shall be final and binding upon the parties. The statute of limitations, estoppels, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. You agree that should any claim or dispute you may have against us be resolved by means other than arbitration, such claim or dispute must be resolved by a court located in Lauderdale County, Alabama.**

#### **Miscellaneous:**

This Agreement is governed by the laws of the State of Alabama and applicable federal laws and regulations. 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. The headings in this Agreement are for convenience of reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of the Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. We may assign this Agreement to any present or future affiliated company and we may assign or delegate any of our rights and responsibilities under this Agreement to independent contractors or third parties. This Agreement is binding upon you, your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.