



Business Digital Banking Disclosure

Welcome to West Shore Bank's Business Digital Banking!

Your use of Business Digital Banking (System) and our Site is subject to all of the terms and conditions contained in this online agreement (the "Agreement"). Please read the Agreement carefully before proceeding, as your use of West Shore Bank's Business Digital Banking constitutes your acknowledgement of and agreement to all of its terms and conditions.

I. SERVICES

1. Services Available. Using Business Digital Banking, you may access your account(s) by computer through the Internet by logging onto our website at www.westshorebank.com and using your user identification number, password, and multifactor authentication, to:

- View account balances, detail and history
- Inquire on paid checks by number, amount or date
- Place stop payments on checks issued
- View electronic check and deposit images
- View electronic statements/notices
- Transfer funds between West Shore Bank accounts
- transfer funds from checking to other institutions through ACH
- Export history to finance software (such as Quicken or QuickBooks)
- Bill Pay upon enrollment
- Mobile Banking upon enrollment

a. Additional Services Available to Businesses:

Participate in Treasury Management services which may require additional agreements/terms and may change from time to time:

- ACH Origination, including:
 - Direct deposit of payroll
 - Electronic Tax Payments
 - Electronic funds collections
 - Electronic funds disbursement
- Originate Domestic and International wire transfer requests
- Positive Pay Services, including:
 - Check Positive Pay
 - ACH Positive Pay
 - Uploading issued check files
 - Decisioning exception items
- Remote Deposit Capture via scanner or mobile device

2. Requesting Transfers between Accounts in Business Digital Banking. If transferring funds between accounts, your request is considered accepted by us when we process it.

a. Posting of Transfers – Internal transfers initiated through SYSTEM before 6:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. **Internal transfers** completed after 6:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. **Wire transfers** initiated through System before 4:00 pm (Eastern Standard Time) on a business day are posted to your account the same day. **Wire Transfers** completed after 4:00 pm (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. **ACH transfers** initiated through System before 5:00 pm (Eastern Standard Time) on a business day

can be effective for the next business day. SYSTEM identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of SYSTEMS will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

b. Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- Electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account may, at our discretion, be cancelled;
- In the event the electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for the account.

3. Bill Payment Service. Enrollment is required and separate terms and conditions will apply.

4. Communications between BANK and You – Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- E-Mail - You can contact us by e-mail at treasury@westshorebank.com (Please note that banking transactions through SYSTEM are not made via e-mail).
- Telephone - You can contact us by telephone at 1-231-845-3500 or toll free 1-888-295-4373.
- Facsimile – You can contact us by fax at 1-231-845-3516.
- Postal Mail – You can write to us at WEST SHORE BANK, PO Box 627, Ludington MI 49431-0627
- In Person - You may visit us in person at any one of our locations. For an updated list of locations please visit <https://www.westshorebank.com/connect/locations>

a. Email Uses. We recommend that you do not use the e-mail function for communication that is time sensitive, such as placing stop payments, making funds transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. If you send us a message using e-mail, we will receive it by the following business day. You agree that we may take a reasonable period of time to act on any message. You further agree not to use e-mail for communicating any information or material which is, in our opinion, obscene, defamatory or otherwise objectionable.

b. E-mail is Not Secure. E-mail transmissions are not secure. You must not send us or ask for sensitive information via any general or public e-mail system.

5. Alerts. We may allow you to sign up to receive alerts via e-mail or other means concerning the status of your account. You acknowledge that such alerts are a convenience only and should not be relied upon as your sole source of information about your account or Online Banking. You are solely responsible for all information made available to you concerning your account, regardless of whether we transmit an alert. We will have no liability whatsoever for any failure to transmit an alert or any errors or omissions contained within an alert.

6. Use of Mobile Devices. You may access your account(s) through West Shore Bank's web-based business mobile banking and /or Mobile App. Using the mobile options, you will be able to transfer funds between your accounts, view balance and transaction information, release wire transactions and release ACH batches (if applicable). The following sections apply if you access Digital Banking wirelessly using a mobile device.

a. Enhanced Risks of Using Mobile Devices. The use of mobile devices to access Digital Banking involves additional risks. For example, sensitive personal or financial data that is transmitted from or to a mobile device may be intercepted and used by third parties without your knowledge. Viruses, spyware and other "malicious code" can also be downloaded to your mobile device without your knowledge. By using a mobile device to access Digital Banking, you assume all such risks and agree that we will

have no liability whatsoever to you for any loss or theft (including identity theft) occurring as a result of such additional risks.

b. Dropped Calls, Lost Signals. If the connection to your mobile device is interrupted or disconnected at any time before signing off, you must contact us to confirm that any requests for transactions have been received by us. We are not responsible for disconnections or interruptions in service or for failing to complete any transaction that we have not received as a result of any disconnection or interruption.

- c. Lost or Stolen Mobile Device.** You acknowledge that mobile devices may store sensitive, personal and financial information. We will have no liability and you agree to assume all risk of loss that arises out of or relates to any loss or theft of your mobile device or any information contained within any mobile device.
- d. Compatibility.** The protocol that we use may be different from that used by your mobile device or telecommunications carrier. We make no representations or warranties that your mobile device or any telecommunications carrier will be compatible with our system requirements or otherwise allow you to access Digital Banking.
- e. Eastern Time Zone.** The effective date and time for all Digital Banking transactions will be based upon Eastern Time, regardless of the time zone from which you initiate a transaction.
- f. Governing Law.** All use of a mobile device and all transactions attempted or effected using a mobile device will be governed by the laws of the United States and the State of Michigan. All transactions will be deemed to have originated in Michigan, regardless of where you or the mobile device is physically located.
- 7. Stop Payment Requests.** You may initiate stop-payment requests online via SYSTEM only for paper checks you have written (non-electronically) on your Bank accounts. Online stop-payment requests are posted at 9:00 am on the business day following the date stop-payment has been requested online. 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. If you make your stop-payment request online we will also require you to put your request in writing. Please print out the stop-payment form, sign it and mail this form to us within 14 days. For stop payments placed by telephone, we will mail you a stop payment form to sign and return to us within 14 days. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.
- 8. 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 fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM website or by e-mail. You agree to notify us immediately of any change in your e-mail address.
- 9. Service Interruptions.** West Shore Business Digital Banking may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of Business Digital Banking. However, we are in no way liable for the unavailability of all or any portion of Business Digital Banking.

II. SECURITY PROCEDURES

- 1. Your Role.** Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you think your statement is wrong or if you need more information about a transaction, please see the Unauthorized Transfers section of this agreement for the proper procedures to follow.
- 2. Protect Personal Information.** In addition to protecting your Business Digital Banking user ID, password and other account information, you should take precautions to protect your personal identification information, such as your driver's license, Social Security Number, and the like. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.
- 3. Password.** For security purposes, you are required to change your password upon your initial login to SYSTEM. You determine what 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 and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be revoked. To re-establish your authorization to use SYSTEM, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.
- 4. Encryption.** Data transferred via Business Digital Banking is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that Business Digital Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-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 utilizing Business Digital Banking or e-mail transmitted to or by us will not be monitored or read by others.

5. Additional Security Procedures. We may from time to time use reasonable additional or alternative procedures to ensure the security and confidentiality of your financial records and transactions using Business Digital Banking. Such procedures may include, without limitation, encryption, one-time or token passcodes, creating security firewalls in our computer systems and implementing other commercially reasonable security procedures. At all times you agree to comply with all security procedures we may impose in connection with your use of Business Digital Banking. You agree that all security procedures used by us, our affiliates and agents in connection with Business Digital Banking are commercially reasonable security procedures and, as a result, you assume all risk of loss for unauthorized transactions where we have followed our then current security procedures. You acknowledge that we reserve the right to change the security procedures from time to time upon notice to you (if such notice is required by law), and furthermore agree that your continued use of any such changed procedures evidences your acceptance of and agreement to the commercial reasonableness of such changed procedures.

6. Duty of Reasonable Care. We will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating with us and in reviewing account statements for any errors or discrepancies.

III. GENERAL TERMS AND CONDITIONS

1. Definitions. Throughout this Agreement, the words “you” and “your” refer to each person who is listed on our records as an owner of the Account who has signed our then-current enrollment form. “We,” “us” and “our” mean West Shore Bank. “Authorized User” means you or any other person who either (i) is actually authorized by you to use West Shore Business Digital Banking, or (ii) accesses Business Digital Banking using your user ID and password, whether or not such person has actual authority to do so. “Account” means your primary checking account as described under Article I, Section 8 of this Agreement or any other account accessible through Business Digital Banking. “Business Day” means Monday through Friday, except for Federal holidays. “Transaction” means any transaction requested using Business Digital Banking. “SYSTEM Services” means the services provided pursuant to this Agreement. “Site” means our Internet website.

2. Terms of Agreement. You agree to the rules in this Agreement every time your user ID and password is used to access Business Digital Banking. Where there is a conflict between one or more provisions in this Agreement and the provisions in any other applicable agreement, the provisions in this Agreement will control. Your use of Business Digital Banking is also subject to the rules and regulations applicable to your Account as described in the Deposit Account Agreement, any other agreements applicable to services available in Business Digital Banking, the rules and regulations of any funds transfer system to which the bank belongs, and applicable state and federal laws and regulations, all of which shall constitute the complete agreement between you and us.

3. Limitations. The features of Business Digital Banking are limited to the extent, and subject to the terms noted below.

a. Limits on Transfers. The number of transfers from BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

4. Changes in Service Charges, 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 fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice to the change in terms on the Site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 20 days after the change becomes effective. Your continued use of any or the entire 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 changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures. We also reserve the right to terminate the Site, make access unavailable, and change the Site content, with or without reason or notice at any time.

5. License Grant and Use Restriction; Your Indemnification. The Site, including Business Digital Banking, is intended to provide you with easy access to information about us. We grant you a nonexclusive, revocable license to copy or print an unaltered permanent copy of information from this Site only for your personal, non-commercial use. You may not otherwise copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell anything obtained from this Site. You agree that you will not alter any Site information and will not use (or allow others to use) the Site or any information obtained from it for any wrongful, unauthorized or unlawful purpose and agree to indemnify and hold us and our affiliates harmless from and against any loss, damage or expense (including attorneys fees) incurred by them because of any such use.

6. Privacy Policy; Disclosures of Information to Third Parties. We will disclose information to third parties about your account or the transfers you make:

- where it is necessary to completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with the government agency or court orders; or
- as explained in the separate Privacy Disclosure located <https://www.westshorebank.com/privacy-policy>

7. Links to Other Sites. This Site may contain hyperlinks to sites operated by third parties. When you click on a link, you will leave our Site and go to the linked site. We are not responsible for the contents or your use of the linked sites, and their terms and conditions will apply. We make no warranty whatsoever, and disclaim any and all liability whatsoever, with respect to the contents, functionality, accuracy or any other aspect of any linked site.

8. Charges. You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet services fees you incur in connection with your use of SYSTEM.

9. Recording and Records. If our records about a transaction are different from your records, our records will govern. Our "records" include our written, computerized and mechanized records and any authorization and instructions received about any transaction.

10. Account Statements and Contact in Event of Unauthorized Transfers. All transactions completed in Business Digital Banking will appear on your periodic account statement. Please refer to the Deposit Account Agreement for rules applicable to account statements. If you think your statement is wrong or if you need more information about a Transaction contact us as soon as you can by calling 1-231-845-3580 or toll free 1-888-295-4373.

11. Your Computer and Software. You are responsible for the installation, maintenance, and operation of your computer and your browser software. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IV. LIMITATION OF LIABILITY

1. Disclaimer or Warranty and Limitation 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 SYSTEM will operate without errors, or that any or all SYSTEM services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss or profits, contract or tort or based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTYEM.

3. Your Liability. Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (other than us). Such liability includes instances when someone effects one or more Transactions to your detriment. You are liable for all payments that you make or which are made or requested by an Authorized User, even if such Authorized User exceeds your authority and even if such Authorized User is not an authorized signer on your Account.

V. MISCELLANEOUS TERMS AND CONDITIONS

1. Waiver and Severability. We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

2. Governing Law, Forum, Limitation of Actions, Severability. This Agreement is governed by the laws of the State of Michigan, U.S.A. You consent to the jurisdiction and venue of the courts in Mason County, Michigan in all disputes arising out of or relating to the Site, any use of it or any information in it. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper

records. If you ever believe we have not adhered to this contract or are liable for any other reason, please contact us immediately. If you feel compelled to bring a lawsuit or other proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of this Agreement declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

3. Our Right to Terminate this Agreement. We reserve the right to terminate this Agreement and your access to Business Digital Banking, in whole or in part, at any time and for any lawful reason. You may cancel Business Digital Banking at any time by providing us with written notice. Your access to SYSTEM will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for cancelling all scheduled transactions and any outstanding fees incurred prior to the date of cancellation.

4. Assignment. You may not assign this Agreement or any portion hereof. We may assign this Agreement to our parent corporation or to any now existing or future direct or indirect subsidiary of us or our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

TREASURY MANAGEMENT ADDENDA TO TERMS AND CONDITIONS

1. Authorized Users: Customer has provided to Bank the name of the Authorized Administrative User. The Customer has also identified those specific services the company wishes to utilize. The Authorized Administrative User will be responsible for granting authority for the specific services to each additional authorized user who may initiate transactions on Customer's behalf. Customer understands that the named Authorized Administrative User will have full rights to all accounts setup in Business Digital Banking and all identified services the company wishes to utilize. Bank shall be entitled to rely exclusively on the company to maintain and manage proper authority for Authorized Users, shall incur no liability whatsoever to Customer for accepting or processing any transaction requested or transmitted by any person or entity entered as an Authorized User, and shall be entitled to treat all instructions from an Authorized User as an instruction from Customer. Customer shall diligently monitor its Authorized Users and shall promptly add or delete an Authorized User's access.

2. Credit Limitations: Customer acknowledges that Bank's acceptance of any funds transfer requests from customer in connection with ACH, Bill Pay, Remote Deposit Capture and if applicable, other Services may be limited by, among other things, Bank's assessment of Customer's creditworthiness as described in each respective service agreement.

3. Limitations on Liability: Indemnification: Bank shall not be responsible for Customer's acts or omissions or those of any other person, including without limitation any Authorized User, and no such person shall be deemed Bank's agent for any purpose. In the event Bank has provided any advice or training to Customer with respect to the Services or Program, Customer acknowledges and agrees that Bank's liability to Customer in connection with such advice or training or Customer's use or attempted use of the Services or Program in reliance upon such advice or training shall be limited to its gross negligence, and Bank shall have no liability whatsoever to any other person. Customer agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer, and Authorized User or any person or entity other than Bank. IN NO EVENT SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY HARDWARE, SOFTWARE, OR EQUIPMENT IN CONNECTION WITH THE PROGRAM PROVIDED BY BANK.

4. Other Agreements: By using this program, Customer acknowledges that they (i) have read this Agreement and understand and agree with all of its terms and conditions; (ii) has received a copy of each respective Service Agreement governing the particular services requested, and (iii) has had the opportunity to read each such Service Agreement and agrees to abide by their respective terms.

TREASURY MANAGEMENT USER AGREEMENT

Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is (i) the primary service provider for the Service; (ii) not the provider of any financial services available to you through the Service, and (iii) not responsible for any materials, information, or services made available to you through the Service by your financial institution or any other third party. Reference to 'you' means the Business. Capitalized terms used herein are defined in the Definitions Section at the end of the User Agreement.

By enrolling in or using the Service to access your Account, you accept and agree to the User Agreement, which is subject to periodic updates. If you do not agree, you may not use the Service.

THE USER AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

1. **Who Can Use the Service?** By accepting the User Agreement, you confirm that you have authority to bind the Business on whose behalf you use the Service, and that the Business accepts the User Agreement. JH may ask you at any time to provide proof of such authority. If you do not provide proof of authority that is acceptable to JH, JH may deny you access to the Service.
2. **Account Information.**
 - a. **Source of Information.** At your request, the Service will retrieve your Account Information. By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.
 - b. **Accuracy.** You are responsible for providing JH with complete and accurate information and updated (as necessary) Registration Information so that the Service may access your Account Information. JH will not be responsible for (i) any loss arising out of your failure to do so, or (ii) any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device. JH may ask you at any time to confirm the accuracy of your Account Information and Registration Information and/or provide additional supporting documents.
 - c. **Confidentiality.** If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account Information and Registration Information, (ii) restricting access to your Account, and (iii) all activities that occur under your Account.
3. **Subscription Restrictions.**
 - a. You may only use the Service for your internal business purposes. If you require a service dedicated to your personal activities, please contact your financial institution to create a separate personal account.
 - b. You will not: (i) modify, revise, or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without JH's prior written permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another user's account on the Service, or use the Service to develop any competing product or service.

- c. **Compliance with Applicable Laws.** You agree to use the Service in compliance with applicable laws.

4. **Suspension; Termination; Effect of Termination.**

- a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential, actual, or discovered security threat, or any potential, actual, or discovered fraud. Upon suspension, you will no longer have access to the Service.
- b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the User Agreement, your permission to use the Service automatically terminates. Upon termination, you will no longer have access to the Service.

5. **Application of Privacy Laws.**

- a. **Scope of the Service.** JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your data, including, where applicable, personal information, and is primarily responsible for handling requests related to your data. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your data by the third party. As a subscriber of the Service on behalf of the Business, business-to-business exceptions in certain privacy laws may apply to your data.
- b. **Telecommunication Providers.** The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

6. **Rights you Grant to JH.**

- a. **Your Data.** You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including Account Information, and Registration Information, and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals. JH will only use that data as follows: (1) to provide the Service, facilitate the provision of software updates, product support, product enhancements, development of new or additional services or technologies and other services (if any) related to the Service; and (2) if the data is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.
- b. **Third-party Sites.** JH may offer additional features to enhance the Service from time to time, such as connections to a third-party site or third-party services. JH may stop offering those at any time without prior notice to you. When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit data, including usernames and passwords, that you provide to log you into the third-party site. You authorize and permit JH to use and store the data submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your data. You acknowledge and agree that when JH is accessing and retrieving your data from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.
- c. **Unauthorized access or use.** You will immediately notify your financial institution of any breach of security or unauthorized access to or use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized access to or use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

7. **Camera.** If you grant permission for the Service to access a camera, photos, media or other files on your device, you agree to allow JH to use your data to fulfill your requested action, such as adding an image to a transaction or capturing images of a check that is being deposited.
8. **Subscription.**
 - a. **JH's Rights.** You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The User Agreement will govern any updates to the Service.
 - b. **Your Rights.** JH grants you a subscription to use the Service in accordance with the User Agreement and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the User Agreement are reserved by JH. Nothing in the User Agreement will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.
9. **Electronic Notifications.** As a part of the Service, you may receive notifications via electronic means, including email, SMS text, and telephone. These notifications may include legally required notifications, notifications required by your financial institution, and notifications you opt-in to receive. If you receive notifications via email, SMS text, or telephone, you are certifying that you are the accountholder for the email address or telephone number or have the accountholder's permission to use the email address or telephone number for the Service. By your use of the Service, you acknowledge that notifications may be sent by JH and received by you electronically during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any notification, for any errors in the content of a notification, or for any actions taken or not taken by you or a third party in reliance on a notification. You agree that JH will have no liability related to notifications that are sent or received through your use of the Service.
10. **Mobile Devices.** To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the Internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider.
11. **Links to Third-Party Sites.** The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.
12. **Disclaimer of Warranty.** THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO

WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
14. **Analytics.** To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, and what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you.
15. **Dispute Resolution.** You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the User Agreement will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the User Agreement; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**
16. **Miscellaneous.** The User Agreement constitutes the entire agreement between you and JH concerning the subject matter hereof. The User Agreement will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the User Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain

effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the User Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the User Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.

Definitions

- **Account** means a business account with your financial institution that you manage and operate through the Service.
- **Account Information** means the information provided by your financial institution to use the Service, including transaction-related information.
- **App** means the progressive web application, the data supplied with the progressive web application and the associated media to use the Service.
- **Business** means the limited liability company, limited liability partnership, professional corporation, joint venture, sole proprietorship, other type of corporation, nonprofit organization, sole trader, freelancer, limited or public company, partnership, trust or other entity as applicable.
- **Intellectual Property** means (i) rights in, and in relation to, any trademarks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world, (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement, and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know-how and other technical information.
- **Registration Information** means the account numbers, usernames, passwords, PINs, and other log-in related information required to use the Service.
- **Service** means the online banking platform and the App.
- **User Agreement** means the provisions contained herein which define the terms and conditions on which we provide the Service to you, which are subject to periodic updates.