



Personal Online Banking Agreements

Personal Online Banking Agreements

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Branch Locations

NORTH DAKOTA

Bowdon	217 Warrington Ave	PO Box 35	Bowdon, ND 58418	PH 701.962.3375
Carrington	484 Main Street	PO Box 222	Carrington, ND 58421	PH 701.652.2852
Cooperstown	802 Burrell Ave SW	PO Box 776	Cooperstown, ND 58425	PH 701.797.2110
Fargo	1202 28 th Ave S	PO Box 7070	Fargo, ND 58103	PH 701.293.9540
Grand Forks North	1301 Ralph Engelstad Arena Dr.		Grand Forks, ND 58203	PH 701.738.8700
Grand Forks South	3350 S Columbia Rd Suite A		Grand Forks, ND 58201	PH 701.738.8700
Hannaford	390 Wheat Street	PO Box 100	Hannaford, ND 58448	PH 701.769.2121
Jamestown	400 2 nd Ave SW	PO Box 850	Jamestown, ND 58402	PH 701.251.2040
New Rockford	6 South 8 th St		New Rockford, ND 58356	PH 701.947.2421
Valley City	430 W Main St	PO Box 635	Valley City, ND 58072	PH 701.845.1220
Wimbledon	122 3 rd Avenue	PO Box 167	Wimbledon, ND 58492	PH 701.435.2411

MINNESOTA

Bemidji	700 Paul Bunyan Dr. NW		Bemidji, MN 56619	PH 218.444.2393
Walker	106 6 th St S	PO Box 1150	Walker, MN 56484	PH 218.547.2312

**ESIGN DISCLOSURE AND CONSENT TO USE
ELECTRONIC RECORDS AND SIGNATURES:**

As part of your enrollment for Bank Forward Online Banking, we must receive your consent to use electronic records and signatures in connection with our electronic services. Please read the ESIGN disclosure and provide your consent below.

ESIGN DISCLOSURE AND CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES:

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts with us using our Electronic Services. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" in connection with our Electronic Services – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Electronic Services you must review and consent to the terms outlined below.

In this disclosure and consent:

"We," "us," "our" and "Bank Forward" means Bank Forward and each and every current and future affiliate of Bank Forward.

"You" and "your" means the person giving this consent, and also each additional account owner, authorized signer, authorized representative, delegate, and/or service user identified on any Bank Forward Product that you access or use as part of our Electronic Services.

"Bank Forward Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future, as part of our Electronic Services.

"Electronic Service" means each and every product and service we or our service providers offer that you apply for, use, administer or access using the Internet, a website, email, a mobile device, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

"Notice" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request, in connection with our Electronic Services.

1. **Your consent to use electronic records and signatures; Choosing to receive Notices electronically or in writing.** In our sole discretion, the Notices we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). These Notices, include, but are not limited to:

- This ESIGN Disclosure and Consent and any subsequent amendments;
- Our Bank Forward Personal Online Banking Agreement, other service or user agreements for online or mobile access to our Electronic Services, and all amendments or addendums to any of these agreements;
- Notices of amendments or addendums to any of your agreements with us in connection with our Electronic Services; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion, in connection with our Electronic Services.

We may also use electronic signatures and obtain them from you as part of our transactions with you. Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in the agreements we may have with you from time to time for your Bank Forward Products and our Electronic Services. In some cases, you will be able to choose whether to receive certain Notices electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Notice in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Notice how you may deliver that notice to us electronically.

2. **Your option to receive paper copies.** If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service contact and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Bank Forward Product related to the Electronic Service. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the agreement for the applicable Bank Forward Product for any fee that may apply for paper copies.

3. **Your consent covers all Electronic Services; Privacy Policies.** Your consent covers all Notices relating to our Electronic Services. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Electronic Service from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new Electronic Service, your decision does not mean you have withdrawn this consent for any other Electronic Service.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on www.bankforward.com, or, with prior notice to you, on another website where we offer Electronic Services.

4. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- your access to our Electronic Services, including online and mobile banking, and
- your ability to use certain Bank Forward Products

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving E-Statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. You will not be charged a fee if you choose to withdraw your consent, and the E-Statement service will automatically be terminated.

You can cancel your consent and resume receiving paper notification at any time by sending a written notice to Bank Forward, PO Box 776, Cooperstown ND 58425, or visiting or calling one of our branches during normal business hours.

5. **You must keep your email or mobile phone number(s) current with us.** If you have given us an email address or mobile phone number(s), you must promptly notify us of any change in your email address or mobile phone number(s). You may change the email address we have on record for you by going to the User Options page within Online Banking and updating your contact information. You may change the mobile phone number(s) we have on record for you by sending a written notice to Bank Forward, PO Box 776, Cooperstown ND 58425, or visiting or calling one of our branches during normal business hours.

6. **Hardware and software you will need.** To receive Electronic Records, you must have:

- An Internet web browser which is SSL-compliant and supports 128 bit encryption;
- Access to the Internet through an Internet or other service provider;
- An e-mail account and software capable of receiving attachments up to 1 MB.
- A personal computer with at least 64 MB RAM, an operating system and all necessary telephone lines, Internet or other connections and equipment capable of supporting the foregoing requirements and

necessary to access the Electronic Services, including any Internet-enabled wireless devices, such as personal digital assistants and cellular telephones, you may use to access the Electronic Services; and

- Adobe Acrobat Reader software version 5.0 or higher; sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your Internet Web browser and e-mail software.

7. **Changes to hardware or software requirements.** If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent. If you are unable to comply with the revised hardware or software requirements, you may withdraw your consent as outlined in Section 4 of this Agreement.

8. **Your enrollment in Electronic Services using our equipment.** If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this E-SIGN Disclosure and Consent.

Please indicate your consent to use electronic signatures and use and receive electronic records from us by clicking on the "I accept" button below. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review Electronic Records in the manner we have described above, and that any email address or mobile phone number(s) you have provided to us are active and valid. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, and/or service users identified with your Bank Forward Products. If you do not want to accept now, please click the "I Decline" button and you will be returned to the homepage and will have the opportunity to review at a later date.

BANK FORWARD PERSONAL ONLINE BANKING AGREEMENT

Thank you for your interest in Online Banking, Bank Forward's online banking service. This Bank Forward Personal Online Banking Agreement ("**Agreement**") is entered into between Bank Forward and any Bank Forward customer who subscribes to Bank Forward's Online Banking.

Please read this Agreement carefully and print it for future reference. By accepting the terms of this Agreement or using Online Banking, you are acknowledging and agreeing that the terms and conditions outlined in this Agreement will apply to and govern your use of Online Banking. Please contact a Bank representative with any questions at your local Bank Forward branch.

DEFINITIONS

The following terms shall have the following meanings in this Agreement:

"**We**," "**us**," "**our**" and "**Bank**" means Bank Forward and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Account or provided an Electronic Banking Service.

"**You**," or "**your**," or "**Customer**" means, as applicable, each owner of an Account.

"**Account**" means each Bank account you have with us which is accessible through Online Banking. Accounts may include checking accounts, savings accounts, certificate of deposit accounts, and loan accounts you maintain with us.

"**Account Documentation**" means any other agreements, documents and disclosures relating to your Account(s) with us or our Electronic Banking Services.

"**Authorized Representative**" means a person with authority to take action or make decisions on behalf of the owner of an Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Account(s) through Online Banking.

"**Business Day**" means Monday through Friday. Holidays are not included.

"**Electronic Banking Service**" means each of the products and services you may access or enroll in through Online Banking, including, but not limited to, Bill Payment and E-Statements.

"**Online Banking**" refers to the Bank Forward Online Banking website and web pages accessible by logging in through www.bankforward.com. The term also includes any other website or web pages you can access only after you enter into this Agreement as a condition to access.

"**Security Information**" means your Access ID and a combination of enhanced security features comprised of a password, security questions and answers selected by you, extended validation (EV) certificates, and any other security features that we may add or change as we deem necessary. Your Security Information is intended to prevent unauthorized access to your Accounts and to assist you in ensuring that the website you are visiting is the correct, authentic Online Banking website.

I. WHAT THIS AGREEMENT COVERS.

Your use of Online Banking is governed by the terms contained herein and the following, which are considered part of this Agreement: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using Online Banking; (ii) our rules, procedures and policies, as amended from time to time, that apply to Online Banking, each Account, and each Electronic Banking Service; (iii) the then-current rules and regulations of any funds transfer system or payment system used in connection with an Account or Electronic Banking Service; and (iv) state and federal laws and regulations, as applicable. Each of your Accounts and Electronic Banking Services will also continue to be subject to any other Account Documentation that applies to it.

II. OWNERSHIP, CONTROL AND ACCESS TO ACCOUNTS.

A. Owners and Authorized Representatives.

1. For Account(s) owned by more than one person, each owner individually has the right to provide Bank with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with their Accounts. We may act on the instructions of any owner without having liability to any owner. Please refer to the specific Account Documentation for your Accounts and Electronic Banking Services for more details.
2. You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Agreement and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.
3. So long as an Authorized Representative is appointed as such on an Account, all transactions that such Authorized Representative performs on an Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Account are solely responsible for those transactions, and we are not responsible for them. If you notify us that an Authorized Representative is no longer authorized, only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions. To notify us that you want to terminate an Authorized Representative appointment you must contact us at your local Bank Forward branch with your notification to remove the Authorized Representative.

4. If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through Online Banking the Authorized Representative is an "authorized signer" on the Account, subject to the terms of the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in Online Banking on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Agreement.
5. You agree that you will only appoint Authorized Representatives if we permit you to do so and if we provide a procedure for appointing Authorized Representatives as part of Online Banking. You agree that you will follow any Authorized Representative appointment procedure we provide. This provision takes precedence over any conflicting provision in any other Account Documentation you have with us. We may discontinue offering Authorized Representative options or permitting Authorized Representatives to access your Account(s) at any time without prior notice.

B. Accessing Electronic Banking Services and Accounts; Terminating Access.

1. Accessing and Using Online Banking.

To access your Accounts and Electronic Banking Services through Online Banking you must have your Security Information and the required hardware and software. You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms and conditions of this Agreement, you may use Online Banking to obtain Electronic Banking Services and perform authorized transactions in connection with your Accounts, including the following:

- View, print and download balance and transaction information (in some instances, balance and transaction information may only reflect activity conducted through the close of the previous Business Day)
- Transfer funds between your deposit Accounts, subject to the limitations described in your Account Documentation for each Account
- Make payments out of your deposit Accounts to your loan Accounts, subject to the limitations described in your Account Documentation for each Account
- Advance funds from eligible revolving loan Accounts to your deposit Accounts
- Originate stop payments on issued checks
- View, print and download Account statements from your current and previous statements in text or PDF version (PDF version including copies of statement checks and deposits is available only to customers who have signed up for E-Statements through Online Banking; Adobe Acrobat Reader version 4.0 or higher is required to view statements – available at www.Adobe.com)
- View and print images of paid checks drawn on your Accounts
- Sign up for E-Statements
- Create e-mail or text alert notifications for low balances, checks cleared, checkmate advances, account sweeps, and daily balances.
- Initiate bill payments through our Bill Payment service
- Transfer funds between your checking, money market and savings accounts at Bank Forward and qualified deposit accounts you may have at other financial institutions.

To activate E-Statements, External Funds Transfers, or the Bill Payment service, you must separately enroll for each service through Online Banking. Your use of such services will constitute your acceptance to the terms and conditions that apply to these services. For additional information about these services, including any fees that may apply, please click on the links for these services available through Online Banking.

The types of Electronic Banking Services we currently offer through Online Banking are detailed on our Bank Forward website. We may, from time to time in our sole discretion, introduce new features and Electronic Banking Services through Online Banking or remove features or Electronic Banking Services from Online Banking. We will update Online Banking and this Agreement accordingly upon any change in features available through Online Banking.

2. System Availability.

Subject to the terms of this Agreement, you will generally be able to access your Accounts and our Electronic Banking Services through Online Banking 7 days a week, 24 hours a day. At certain times, Online Banking may not be available due to system maintenance or circumstances beyond our control. We do not specifically warrant that Online Banking will be available at all times. During times when Online Banking is not available, you may be able to obtain information about your Accounts by calling or visiting your local Bank Forward branch, or using one of our automated teller machines ("ATM").

3. Hardware and Software Requirements.

To use Online Banking, you will need Internet access and an Internet browser that supports Secure Sockets Layer with 128-bit encryption. You are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider, or your choice of systems and computer services.

By accepting this Agreement you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access Online Banking. You also acknowledge and agree that you are responsible for all related costs associated with accessing Online Banking.

4. Suspension or Termination of Access to Online Banking.

This Agreement will be in effect from the date your enrollment in Online Banking is submitted by you and accepted by us and at all times while you are using Online Banking or any Electronic Banking Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Electronic Banking Service through Online Banking, in whole or in part, at any time without notice except as required by law. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination. Upon termination, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

a. Suspension or Termination by Us.

If you violate any terms of this Agreement or any other Account Documentation you have with us, you agree that we may suspend or terminate your access to Online Banking. We further reserve the right, under certain

circumstances, to deny access to Online Banking, or to deny the processing of requested transactions initiated through Online Banking, in order to maintain or restore security to Online Banking and our systems. We may do so if we reasonably believe your Security Information has been or may be compromised or is being used or may be used by an unauthorized person(s). Also, if you do not use Online Banking for a period of six (6) consecutive months, we may, in our discretion, terminate your access without prior notice to you.

- b. **Termination By Your Own Choice:** If you close all of your Account(s), we will suspend or terminate your access to Online Banking without prior notice to you.
- c. **Reinstatement of Online Access.** Access to Online Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will apply. If your access to Online Banking was previously terminated and you are eligible for reinstatement, you may reenroll at any time through our Online Banking website.

III. ONLINE SECURITY PROCEDURES; REPORTING UNAUTHORIZED TRANSACTIONS.

A. Creation of Security Information.

At the time you enroll for Online Banking, you will be asked to enter your Access ID and provide other Security Information. Your use of your Security Information shall have the same effect as your signature to authorize instructions you provide to us. You also agree to comply with such other security and authentication techniques as we may require from time to time to access your Accounts and the Electronic Banking Services through Online Banking. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize Online Banking. Finally, we may acquire detailed information concerning the computer or computers you use to access Online Banking, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to Online Banking.

B. Changing your Security Information.

Your Security Information can be changed within Online Banking. We recommend that you change your Security Information regularly. At a minimum, you will be prompted to change your password every 12 months. We may specify different Security Information requirements and other security parameters from time to time.

C. Your Responsibility to Secure Your Account.

You agree to safely keep your Security Information, not to record your Security Information or otherwise disclose or make your Security Information available to anyone other than Authorized Representatives of your Account(s). Anyone to whom you disclose your Security Information will be considered to be your Authorized Representative for all purposes and will have full access to your Accounts and the Electronic Banking Services. You have no ability to limit any such person's authority. If anyone uses your Security Information with your permission, you will be responsible for any transactions performed by that person. If a third party should gain access to your Security Information, you alone are responsible for changing your Security Information so as to deny the third party's access to your Accounts.

Information exchanged through Online Banking is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in

protecting your Security Information. Please use maximum caution in protecting your Security Information.

D. Lost or Stolen Security Information; Unauthorized Transfers

If you believe your Security Information has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, **contact us AT ONCE** at your local Bank Forward branch or at our Electronic Banking Department at 1-877-689-1783. For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

E. In Case of Errors or Questions about Your Account

Please contact us at your local Bank Forward branch with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the address of your local branch included in this agreement.

IV. ADDITIONAL PROVISIONS GOVERNING ONLINE BANKING.

A. Fees for Online Banking.

There is currently no fee to enroll in Online Banking or to view your Account(s) information or make internal funds transfers between your Accounts. Express (next-day) external transfers will be assessed a fee of \$3.00 per transfer. However, there may be other fees associated with your Account(s) or for certain Electronic Banking Services available through Online Banking. Please refer to the Account Documentation governing your Accounts for fee information or contact a Bank representative at your local Bank Forward branch if you have questions regarding these fees. Other fees may be assessed and billed separately by your Internet service provider.

B. Effective Time for Internal Funds Transfers Initiated Through Online Banking.

The transfer of funds initiated through Online Banking from one of your Accounts to another of your Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. Transfers of funds to or from your Accounts using our Bill Payment are subject to the cut-off times described in the Account Documentation for this service.

C. Authorization to Transfer Funds.

You expressly authorize us to debit the appropriate Account in the amount of any funds transfer initiated through Online Banking. You agree that we may treat any such funds transfer from an Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Account the same as a deposit or loan payment, all in accordance with the terms of this Agreement and the Account Documentation governing your Account(s).

D. Displaying Accounts.

Use of Online Banking requires at least one eligible deposit or loan account with us. If you enroll in Online Banking, Account(s) on which you are named as the owner or Authorized Representative with account access will be displayed to the extent such accounts can be linked to your Social Security Number or Tax Identification Number. Such Account(s) will also be displayed without regard to who else may have an ownership interest in such accounts.

V. VIEWING ACCOUNT TRANSACTION ACTIVITY.

A. Account Transactions Using Online Banking.

You are responsible for accurately entering all data necessary to perform a transaction in your Account(s) and for verifying all instructions transmitted to us. Your banking transactions using

Online Banking will be indicated on your monthly or quarterly statement we provide or make accessible to you for your Accounts.

B. Account Transaction Activity.

Through Online Banking, you may view the transaction activity on any of your Accounts. Such activity will be available for viewing for no less than six (6) months. The transaction activity for your Accounts can also be downloaded or printed at your convenience.

VI. NOTICES AND COMMUNICATION.

A. General Provisions.

Except as expressly provided otherwise in this Agreement, you agree that we may provide you notices and other information regarding your Account(s), Electronic Banking Services, or Online Banking (collectively "**Account Related Information**") through mail, electronically, by phone or by other means available. If there is more than one owner on your Account, we may send Account Related Information to any one of them. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners and Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit.

B. Consent to Communication.

You expressly agree that we may from time to time make telephone calls and send emails and text messages to you in order for us to:

- service your Accounts and Online Bank Services,
- collect any amount you may owe, or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, to the extent permitted by law. We may call you and send email or text messages to you at any telephone number or email address you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via SMS text message, including a confirmation from us in the event you withdraw your consent.

C. Communicating with Us by Email.

Online Banking provides an option for you to communicate with us by email. Through this channel, you may send us questions about your Account(s) or maintenance and/or problem resolution issues, or to give comments regarding your satisfaction with your banking services. Email is not a secure method of communication over the Internet and we recommend you do not send confidential information (e.g. social security number or account numbers) by email. You cannot use email to initiate transactions on your Accounts. To initiate a transaction to or from one of your Accounts, please use the appropriate functions within Online Banking or call us at your local Bank Forward branch.

D. Changes to Contact Information.

You agree that you will notify us immediately in the event of a change to your contact information (e.g. mailing address, email address, phone number). Address changes may be initiated:

- at your request. You may instruct us to change the contact information to which we send notices or Account Related

Information concerning your Account at any time by contacting us at your local Bank Forward branch or notifying us in writing at Bank Forward at your local branch address included in this agreement. Changes to your email address may also be made through Online Banking.

- if we receive an address change notice from the U.S. Postal Service.
- if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.

VII. THIRD-PARTY SERVICE PROVIDERS, SOFTWARE AND CONTENT; LIMITATIONS.

A. Third-Party Service Providers.

We may use third-party service providers acting on our behalf to assist us in offering one or more of the Electronic Banking Services provided through Online Banking. You agree that we have the right under this Agreement to delegate to such third-party service providers some or all of our rights and performance obligations that we have under this Agreement, and that our third-party service providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Our third-party service providers are required to adhere to Bank's strict standards of security and privacy protection. When using our Bill Payment service, paper checks processed by nonaffiliated third parties may show that they were drawn on a third-party service provider rather than on us.

In the event any third-party service provider is unavailable or we determine, in our discretion, that we cannot continue providing any third-party service provider network access, we may discontinue the related Electronic Banking Service or may provide such service through an alternate third-party service provider. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third-party service providers unless required by applicable law.

B. Third-Party Software.

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "**Third-Party Software**"). Online Banking may also provide a download option for Accounts that allows you to download certain information into Quicken™, QuickBooks™, and Microsoft™ Excel if you have installed one or more of these programs on your computer. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

1. When using Third-Party Software to download certain information about your Accounts, certain limitations and restrictions apply, including, without limitation:

- account information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- statements generated by us are the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
- information you can download may not include all of your account activity;
- not all of the information in your Accounts can be downloaded into your Third-Party Software;

- the account information that you download to your Third-Party Software will not be automatically updated by us, and you agree and acknowledge that you will have to update the Account information by downloading more current information from your Accounts; and

2. You agree and understand that:

- you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software or download using the Third-Party Software may be accessed by unauthorized third parties;
- if you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information;
- the Account information you download through Third-Party Software is provided to you "as is" and "as available";
- you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software;
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information downloaded through Third-Party Software, which may not be the most updated information and may not include pending transactions;
- any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device; and
- we will not be liable to you for your inability to use the Third-Party Software; the accuracy, timeliness, loss or corruption, or misdelivery of any Account information or any other information processed by the Third-Party Software; or unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

C. Third-Party Content.

From time to time, we may offer information, commentary, and tools supplied by companies that are not affiliated with us ("**Third Party Content**"). All of the Third-Party Content available through Online Banking is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to Online Banking. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content.

VIII. PRIVACY.

All information gathered from you in connection with using Online Banking will be governed by the provisions of your other Account Documentation governing your Account(s) and the Bank's privacy policy that was previously provided to you in connection with your Account(s).

IX. DISCLAIMER OF WARRANTIES; LIMITATIONS OF OUR LIABILITY AND OBLIGATIONS TO YOU; YOUR AGREEMENT TO INDEMNIFY US AGAINST CERTAIN LOSSES.

A. Disclaimer of Warranties.

To the fullest extent permitted by law, we make no warranties of any kind for Online Banking or the Electronic Banking Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Online Banking will be uninterrupted or error free, that defects will be corrected, or that Online Banking is free of viruses or other harmful components.

B. Limitations of Our Liability and Obligations to You.

To the fullest extent permitted by law and by our other Account Documentation with you, we will not be liable for or obligated to honor, in whole or in part, any transaction or instruction in the following instances:

- Due to your actions or omissions, or those of third parties which are not within our immediate and reasonable control;
- Due to your negligence or breach of any agreement with us;
- If we are unable to confirm to our satisfaction the authority of any person to act on your behalf;
- If, through no fault of ours, you do not have adequate funds in your Account to complete the transaction, or if that account has been closed, or if withdrawals from that account have been prohibited by court order such as a garnishment or other legal process;
- If you have not properly followed our instructions, or if your computer malfunctions or fails, or if Online Banking or any part of the electronic funds transfer system network was not working properly and this problem should have been apparent to you at the time you attempted to make the transaction;
- If we reasonably believe a transaction is fraudulent or unauthorized;
- Due to scheduled system outages or circumstances beyond our reasonable control despite reasonable precautions that we have taken (e.g. delays or losses caused by telecommunications or internet outages, postal strikes, actions by third parties, equipment failures and acts of God).
- If the transaction or instruction is not in accordance with applicable law, our policies and procedures, or any term or condition of this Agreement or any other Account Documentation;
- Due to any ambiguity, inaccuracy or omission in any instruction or information provided to us;
- Due to your failure to initiate the transaction or instruction within the time requirements communicated by us;
- If we have other reasonable cause not to honor the transaction for our or your protection.

We shall only be liable to you for our gross negligence or willful misconduct in performing the services provided for herein, unless otherwise required by law. We do not make any representation that any content or use of Online Banking is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

In no event will we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, Online Banking, or the inability to use Online Banking, even if advised of the possibility of such damages.

C. Your Additional Responsibilities.

You are responsible for:

- actions that may be taken by anyone using Online Banking after signing in with your Security Information, except as otherwise set forth herein or in the Account Documentation governing your Accounts. We are entitled to rely and act upon instructions received using your Security Information; and
- keeping your Security Information confidential and for ensuring that you have signed off from Online Banking when your session is complete to prevent unauthorized persons from using Online Banking.

You further agree that you will:

- not use Online Banking for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use Online Banking;
- not use Online Banking for any activity or use that may disrupt Online Banking or the networks through which you access or use Online Banking; and
- not access or attempt to access any account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

D. Customer Indemnification Obligations.

Except to the extent that we are liable under the terms of this Agreement or another Account Documentation, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, misuse or other breach of this Agreement or Online Banking by you or your Authorized Representatives;
- your violation of any law or rights of a third party; or

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

X. MISCELLANEOUS PROVISIONS.

A. Amendments to this Agreement.

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement on Online Banking. Online Banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use Online Banking after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Accounts or certain Electronic Banking Services are governed by the Account Documentation otherwise governing each Account or Electronic Banking Service.

B. Governing Law; Arbitration; Venue; Jury Trial Waiver.

This Agreement will be read and interpreted according to the laws of the state where your Account was opened, without regard to conflict-of-law rules. If a dispute arises between us with respect to this Agreement, its enforcement or our Electronic Banking Services, either of us may require that it be settled by binding arbitration in accordance with the arbitration provisions contained in the Account Documentation governing the applicable Account or Electronic Banking Service. The state courts and U.S. federal courts located in the state where your Account was opened will otherwise be the only courts where legal actions regarding this Agreement can be brought. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

YOU AND WE EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY TRANSACTION HEREUNDER.

C. Assignment.

We may assign our interest in this Agreement to any now-existing or future direct or indirect subsidiary of Bank; however, you may not assign or transfer this Agreement. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

D. Relationship Between This Agreement and Other Account Documentation You Have With Us.

Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of any other Account Documentation between you and us, or any other such agreement has terms that are not specifically addressed in this Agreement, then the other agreement will control and take precedence. The other agreement will only control with respect to the Account or Electronic Banking Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in the specific Account Documentation for your Account or Electronic Banking Service, but that do not appear in this Agreement, will apply. As an exception to the general rule described in this Section, if any other Account Documentation you have with us includes terms that address your online access to an Account, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online access.

E. Entire Agreement; Severability.

Together with other applicable Account Documentation, this Agreement represents the agreement between you and us regarding Online Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Online Banking will be deemed to have been modified by us and applied in a manner consistent with such laws.

If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.

F. Waiver.

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If you have any questions regarding this Agreement, please call us at your local Bank Forward branch or write to us at your local Bank Forward at the address listed in this agreement.

ACCOUNT TO ACCOUNT (EXTERNAL) TRANSFERS

ADDENDUM TO BANK FORWARD PERSONAL ONLINE BANKING AGREEMENT

Bank Forward’s external transfer services allow you to transfer funds to or from your eligible checking, money market, or savings accounts held at Bank Forward and other eligible accounts held by you at other US financial institutions. External transfers may only be requested:

- between accounts on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds,
- if the accounts are consumer accounts (this service is not available for business account transfers)
- if the transfer is permitted by your external financial institution; and
- if the transfer is permitted by law.

You will need to register each external bank account that you wish to use for Standard and Express transfers.

A. Information

You authorize us to validate the external accounts either through the use of real-time account verification using your User ID and Password for the internet banking website hosted by the external financial institution, or through the use of a trial deposit verification, in which one or more low value payments will be both debited and credited from the account. Once the test transaction is complete, we may ask you to access your account to tell us the amount of the test credit or debit, or any additional information reported by your financial institution.

B. Accounts

By using Bank Forward’s external transfer service, you represent and warrant to Bank Forward that you have the right to authorize and permit us to effect such funds transfers or for any other purpose authorized by this agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, correct, current, and complete. You hereby authorize and permit Bank Forward to use information submitted by you to accomplish these purposes and to configure the service to be compatible with the account.

C. Communications

If you have enrolled in this service, and wish to withdraw your consent, you must cancel any pending transfer requests and contact our Electronic Banking Department at 1-877-689-1783.

You agree to promptly update your records if your email address or other information changes. You may update your records by using the Profile section in Retail Online Banking.

D. Transfer Limitations and Fees

Transfers may be scheduled to occur one time, or a future date, or on a specific recurring basis. Standard transfers will be processed and settled on the third business day after the transfer request. Express transfers, if approved, will be processed and settled on the business day after the transfer request. For all external transfers, your account will be debited on the business day after you initiate the transfer.

You may not make transfers in excess of the limits defined in this agreement. We reserve the right to change these limits from time to time.

	Incoming	Outgoing
Daily Limits – Standard Transfers	\$ 5,000	\$ 5,000
Monthly Limits – Standard Transfers	\$ 10,000	\$ 10,000
Service Fees – Standard Transfers	No Charge	No Charge
Daily Limits – Express (next-day)	\$ 2,000	\$ 5,000
Monthly Limits – Express (next day)	\$ 5,000	\$ 5,000
Service Fees - Express (next day)	\$ 3.00/transfer	\$ 3.00/transfer

You agree to have available funds on deposit in the account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have with us. If External Transfers process against any insufficient funds in your account, your account will be assessed and charge the appropriate overdraft or insufficient fund fee. See our current Fee Schedule for the current amount of these fees.

E. Initiating and Scheduling Transfers

The cut off time for Express (next-day) transfers is 7:00 p.m. Central Time. The cut off time for Standard (three-day) transfers is 12:00 a.m. Central Time. Any transfer initiated after the applicable cut off time will be considered as being initiated on the next business day.

Transfers can be scheduled on either a one time or recurring basis. Processing of one time transfers may be initiated immediately or scheduled for initiation on a future date. Recurring transfers may be used when a set amount is transferred at regular intervals.

F. Processing Time

When setting up a new external transfer account, please allow 3 business days to process validation of the external account and/or the test transactions. Once the validation is complete, you should allow up to three business days for processing a Standard transfer, and one business day for processing an Express transfer.

Transfers will be processed by using the Automated Clearing House network pursuant to this agreement and the rules of the National Automated Clearing House Association (NACHA). We can reject any external transfer if it is not in compliance with the NACHA rules.

The receiving financial institution could place a hold on the funds or delay availability. Contact the receiving financial institution for information on their funds availability policy.

G. Cancellations

You may cancel any External Transfer prior to the cut off time set forth in this agreement. Once the cut off time is passed, the transfer is in process and cannot be cancelled.

H. Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been requested by you, to submit transfer instructions on your behalf. You understand that financial institutions receiving the transfer instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instructions, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any errors, duplications, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Bank Forward reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of financial institutions holding the account.

I. Cancellation or Revocation of the External Transfer Services

We reserve the right to suspend or restrict access to use the external transfer service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect against loss. Your external transfer service may be cancelled for the following reasons:

- Any of your accounts with us are not current or not in good standing
- You have had an overdraft or an item returned for insufficient funds with respect to any account with us
- You have had any prior External Transfers involving accounts at other institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorizations, stopped payments, frozen accounts, or any similar reason.
- You attempt to make External Transfers between your consumer accounts and non-consumer accounts at other financial institutions.
- We suspect fraud or unauthorized use has or may occur with respect to your account or any External Transfer.

In the event of suspension, you may request reinstatement of the service by contacting our Electronic Banking Department at 1-877-389-1783. We reserve the right to grant or deny reinstatement of the service.

BILL PAYMENT AGREEMENT

ADDENDUM TO BANK FORWARD PERSONAL ONLINE BANKING AGREEMENT

This Addendum establishes the rules which cover your access and use of the Bill Payment service offered by Bank Forward through Online Banking. As a subscriber to the Bill Payment service, this Addendum (“**Addendum**”) supplements and becomes part of our Bank Forward Personal Online Banking Agreement (“**Agreement**”) with you, which is hereby incorporated by reference. The terms of our Agreement with you, including any warranties disclaimers of warranties, security procedures, limitations on liability, indemnity, amendments, termination rights, communications, assignment, choice of law, and venue, are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby.

Please read this Addendum carefully and print it for future reference. By accepting the terms of this Addendum or using the Bill Payment service, you are acknowledging and agreeing that the terms and conditions outlined in this Addendum will apply to and govern your use of our Bill Payment service.

I. INTRODUCTION

Use of the Bill Payment service requires you to be enrolled in Online Banking. If you terminate your enrollment in Online Banking, your access to this service will also be terminated. You may use our Bill Payment service to direct us to make payments from one of your designated Accounts to the Payees you choose in accordance with this Addendum. The terms and conditions of this Addendum are in addition to the Account Documentation in effect from time to time governing your Account.

By using the Service, you authorize us and our service providers to process instructions and to post transactions to your Account as directed by you from time to time. Our receipt of your bill payment instructions authorizes us or our service providers to debit or charge to your Account, and to remit funds on your behalf to your designated Payees. You also authorize us to credit your Account for payments returned to us. You agree that we may edit or alter payment data or data formats in order to process payments more effectively.

II. DEFINITIONS

Capitalized terms herein shall have the meanings set forth below or elsewhere in this Addendum. Terms used but not defined in this Addendum shall have the meanings set forth in the Bank Forward Online Banking Agreement.

“**We**,” “**us**,” “**our**” and “**Bank**” means Bank Forward and any of its affiliates or direct or indirect subsidiaries.

“**You**” or “**your**” means, as applicable, each owner of an Account.

“**Account**” means a checking or money market account you have with us which is accessible through Online Banking.

“**Account Documentation**” means any other agreements, documents and disclosures relating to your Account(s) with us or our Online Banking Services.

“**Online Banking**” refers to the Bank Forward Online Banking website and web pages accessible by logging in through www.bankforward.com. The term also includes any other website or web pages you can access only after you enter into the Agreement as a condition to access.

“**Business Day**” means Monday through Friday. Holidays are not included.

“**E-Mail Payments**” means a payment made to a person by providing their email address and creating a security code as the means for processing the payment.

“**Payee**” means anyone, including the Bank, you designate and the Bank accepts as a payee.

“**Security Information**” means your Access ID and a combination of enhanced security features comprised of a password, security questions and answers selected by you, a security key, extended validation (EV) certificates, and any other security features that we may add or change as we deem necessary. Your Security Information is intended to prevent unauthorized access to your Accounts and to assist you in ensuring that the website you are visiting is the correct, authentic Online Banking website.

“**Service**” means our Bill Payment service.

“**Transfer**” means a transfer of funds made to another account that you hold at another financial institution using the Transfer option in the Bill Payment service.

III. PAYEES AND PAYMENT TYPES.

You may not use the Service to make payments prohibited by law or payments outside of the United States. You may not use the Service to make E-Mail Payments or Transfers in excess of \$2,500 per day. We reserve the right to refuse to pay any Payee to whom you may direct a payment, for security reasons, to comply with applicable laws or other reasons at our sole discretion.

IV. HOW TO SET UP PAYEES/PAYMENTS

IF YOU WANT TO ADD A NEW PAYEE, VISIT THE BILL PAYMENT WEBPAGES ACCESSIBLE THROUGH BANK FORWARD ONLINE AND SELECT “SET UP ACCOUNTS/PAYEE”. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. The Bank is not responsible if a bill payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your authorized Payee list.

V. THE BILL PAYMENT PROCESS

Single Payments. A single payment will be processed on the Business Day that you designate as the payment’s process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Bank, is currently 2:00 p.m. CST. A single payment submitted after the cut-off time on the designated process date will be processed on the following Business Day. If you designate a non-Business Day (generally weekends and certain holidays) as the payment’s process date, the payment will be processed on the first Business Day following the designated process date.

Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the bill payment system. Based upon your selected frequency settings for the payment, a process date is calculated

for the next occurrence of the payment. If the calculated process date is a non-Business Day, it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first Business Day after the calculated process date.

For single and recurring Payments, YOU MUST ALLOW AT LEAST FIVE TO SEVEN (5-7) BUSINESS DAYS, PRIOR TO THE DUE DATE OF YOUR BILL, for each bill payment to reach the Payee.

You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Bank. The Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this Addendum. If you do not have sufficient funds in the Account and the Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Bank, at its option, may charge any of your Accounts with the Bank to cover such payment obligations. The Bank reserves the right to change the cut-off time. You will receive notice if it changes. Furthermore, although we anticipate that we will process payments as requested by you using the Service, we reserve the right to select the final method in which to remit funds on your behalf to the Payee. **You are responsible for any late payments and any related Payee fees that occur because you scheduled the payment too close to the due date.**

V. CANCELING OR EDITING A PAYMENT.

A bill payment can be cancelled or edited through the Service, provided you access the Service prior to the cut-off time on the Business Day the bill payment is scheduled to be processed. If you have told us in advance to make regular, recurring bill payments from your Account, you can also stop any of these payments by calling us at your local branch, or by calling our Electronic Banking Department at 1-877-689-1783, or writing to us at your local branch address in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be processed. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. There is no charge for canceling or editing a payment that has been scheduled but has not yet begun to be processed. Once we have begun processing a payment on the date you instruct, it cannot be cancelled or edited, and a stop payment request must be submitted.

VI. STOP PAYMENT REQUESTS.

Our ability to process a bill pay stop payment request will depend on the payment method and, for paper check payments, whether a check has cleared. To stop a payment that has already been processed, you may log into the Service to access your Scheduled Payments and request that it be stopped, or please call us at your local branch or our Electronic Banking Department at 1-877-689-1783. We may not have an opportunity to act on a stop payment request after we begin to process a payment but will make reasonable attempts to do so. We may require you to present your request in writing within 14 days.

VII. RETURNED PAYMENTS.

You agree that Payees and/or the United States Postal Service may return payments to us for certain reasons, including but not limited to inaccurate Payee mailing or account information or if Payee cannot locate account information. In our sole discretion, we will try to research and correct the returned payment and re-send it to the Payee or we may void the payment and credit your Account.

VIII. HOW WE WILL COMMUNICATE WITH EACH OTHER.

You may receive messages, notices and other communications regarding the Service, including messages if a transaction could not be processed, if a transaction is returned, etc. You should also visit the Service link available through Online Banking regularly to keep track of your bill payments.

IX. CLOSING YOUR ACCOUNT.

If you close your Account with us, any bill payments already in process will be completed unless you make a stop payment request and we are able to honor it. However, any payments scheduled to be deducted from the Account will not be processed. If you do not make alternative arrangements, you will be solely responsible for any fees incurred for late or non-payment as a result.

X. UPDATE BILL PAY INFORMATION.

It is your sole responsibility to ensure that your contact information on file with us and Payee information is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, Payee account numbers, and any other information about your Payee(s). Please make changes to Payee information in the appropriate section of the Bill Payment Service. Failure to provide accurate and complete information (including misrepresenting your identity or other information) may result in errors in your requested bill payments.

XI. BANK IS NOT AFFILIATED WITH PAYEES.

You agree that we assume no responsibility and shall incur no liability with respect to the acts, omissions, or determinations of the Payees except as otherwise required by law.

XII. LIABILITY

Except as otherwise provided by law, you are solely responsible for controlling the safekeeping of, and access to, your Security Information required to access Bank Forward Online and the Service. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your Security Information. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a bill payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Addendum or the Service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

XIII. LOST OR STOLEN SECURITY INFORMATION; UNAUTHORIZED TRANSFERS.

If you believe your Security Information has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, **contact us AT ONCE at your local branch, or by calling our Electronic Banking Department at 1-877-689-1783.** For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

XIV. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT.

Please contact us at your local branch with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the address of your local branch included in your Personal Online Banking Agreement or on our website at www.bankforward.com.

XV. FEES AND CHARGES.

There is currently no fee to enroll in our Bill Payment Service or to send standard bill payments using the Service. However, additional charges may apply for requested services, such as expedited delivery, gift deliveries and research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. Bill payments are processed as electronic fund transfers (EFT). Please see the Electronic Fund Transfers disclosure statement included, or, received when you opened your Account or enrolled for Online Banking, which discloses important information concerning your rights and obligations.

XVI. ENTIRE AGREEMENT; CONFLICTING TERMS.

This Addendum forms part of and is incorporated by reference into the Agreement. Except as amended by this Addendum, the Agreement remains in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the Service.

MOBILE BANKING

ADDENDUM TO BANK FORWARD PERSONAL ONLINE BANKING AGREEMENT

This Addendum establishes the rules which cover your access to your Accounts at Bank Forward through Bank Forward's Mobile Banking and your use of the services made available through Mobile Banking. This Addendum also includes certain licensing rights and restrictions, including an end user agreement between you and our primary software licensor. This Addendum ("Addendum") supplements and becomes part of our Bank Forward Personal Online Banking Agreement ("Agreement") with you, which is hereby incorporated by reference. You may review the Agreement by logging into your Online Banking account at www.bankforward.com and selecting "Online Agreement". The terms of our Agreement with you, including any warranties disclaimers of warranties, security procedures, limitations on liability, indemnity, amendments, termination rights, communications, assignment, choice of law, and venue, are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby.

Please read this Addendum carefully. By accepting the terms of this Addendum or using the Mobile Banking, you are acknowledging and agreeing that the terms and conditions outlined in this Addendum will apply to and govern your use of Mobile Banking.

DEFINITIONS.

Capitalized terms herein shall have the meanings set forth below or elsewhere in this Agreement. Terms used but not defined in this Agreement shall have the meanings set forth in the Agreement.

"We," "us," "our" and "Bank" means Bank Forward and any of its affiliates or direct or indirect subsidiaries.

"You," "your", or "Customer" means, as applicable, each owner of an Account.

"Account" means each consumer account you have with us which is accessible through Mobile Banking. Accounts may include checking accounts, savings accounts, certificate of deposit accounts, and loan or credit accounts you maintain with us.

"Authorized Representative" means a person with authority to take action or make decisions on behalf of the owner of an Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Account(s) through Mobile Banking.

"Business Day" means Monday through Friday. Holidays are not included.

"Mobile Banking" means any service or services that we provide, and that you subscribe to, enabling you to obtain Account information or initiate transactions to or from your Accounts through your Mobile Device.

"Mobile Device" means a cellular telephone or similar wireless communication device, including, but not limited to, a tablet or similar device, onto which you have downloaded software or a mobile application provided by us ("Software") for the purpose of accessing Mobile Banking

"Security Information" means a combination of enhanced security features comprised of a password, security questions and answers selected by you, and a PIN selected by you at the time of enrollment in Mobile Banking.

I. WHAT THIS ADDENDUM COVERS.

Your use of Mobile Banking is governed by the terms contained herein and the following, which are considered part of this Addendum: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using Mobile Banking; (ii) the Bank's rules, procedures and policies, as amended from time to time, that apply to Mobile Banking and each Account; (iii) the then-current rules and regulations of any funds transfer system or payment system used in connection with an Account or Mobile Banking; and (iv) state and federal laws and regulations, as applicable. Each of your Accounts and Mobile Banking services will also continue to be subject to any other Account Documentation that applies to it.

In addition, each Account that you access using Mobile Banking, and each transaction made to or from such Accounts using Mobile Banking, remains subject to the Account Documentation governing those Accounts.

II. OWNERSHIP, CONTROL AND ACCESS TO ACCOUNTS.

A. Owners and Authorized Representatives.

1. You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Addendum and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.
2. If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through Mobile Banking the Authorized Representative is an "authorized signer" on the Account, subject to the terms of the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in Mobile Banking on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Addendum.

B. Accessing Mobile Banking Services and Accounts; Terminating Access.

1. **Accessing and Using Mobile Banking.** To use Mobile Banking, you must first be enrolled in online banking with us and then subscribe to Mobile Banking. The Security Information that is in place for your Online Banking access applies to Mobile Banking. We undertake no obligation to monitor transactions through Mobile Banking to determine that they are made on behalf of the Account owner.
2. **Mobile Banking Services.** Mobile Banking services (e.g., viewing balances, searching for transactions, viewing transactions, transferring funds between your Accounts, paying bills, and the Mobile Deposit Service), may be added, reduced or modified by us from time to time without prior notice except as required by law. We may also modify, reduce or expand the geographic areas in which we offer Mobile Banking or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Banking. Not all functions that are described in your Agreement or available through Online Banking may be available with Mobile Banking. You may view the Mobile Banking services available for Mobile Devices at any time by logging into Mobile Banking. Once you enroll for Mobile Banking, designated Accounts and established payees (or billers) will also be accessible through Mobile Banking.

- 3. System Availability.** Subject to the terms of this Addendum, you will generally be able to access your Accounts using Mobile Banking 7 days a week, 24 hours a day. At certain times, Mobile Banking may not be available due to system maintenance or circumstances beyond our control. We do not specifically warrant that Mobile Banking will be available at all times. During times when Mobile Banking is not available, you may be able to obtain information about your Accounts by logging in to Online Banking, using one of our automated teller machines ("ATM"), or visiting a Bank branch location in your area during normal business hours.

We do not guarantee functionality of Mobile Banking (or any specific Software that we provide with respect to Mobile Banking) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

- 4. Hardware and Software Requirements.** Using Mobile Banking requires an Internet-enabled Mobile Device that supports 256-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To download the Mobile Banking software, please follow the instructions found in the mobile banking section of our Bank Forward website.

You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device and software that meets all technical requirements for the proper delivery of Mobile Banking services and that fulfills your obligation to obtain and maintain secure access to the Mobile Banking services. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of your Mobile Device, including, but not limited to, wireless carrier service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Banking. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Banking and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your Mobile Device, electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

- 5. Suspension or Termination of Access to Mobile Banking.**

This Addendum will be in effect from the date your enrollment in Mobile Banking is submitted by you and accepted by us and at all times while you are using Mobile Banking. Unless otherwise required by applicable law, either you or we may terminate this Addendum and/or your access to Mobile Banking, in whole or in part, at any time without notice except as required by law. The termination of this Addendum will not

terminate your obligations or our rights arising under this Addendum before such termination. Upon termination of this Addendum you: (i) acknowledge and agree that all licenses and rights to use Mobile Banking and the Mobile Deposit Service and Software shall terminate; (ii) will cease any and all use of Mobile Banking and the Software; and (iii) will remove the Software from all Mobile Devices, hard drives, networks, and other storage media in your possession or under your control. All applicable provisions of this Addendum will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

- a. Suspension or Termination by Us.**

If you violate any terms of this Addendum or any other Account Documentation you have with us, you agree that we may suspend or terminate your access to Mobile Banking. We further reserve the right, under certain circumstances, to deny access to Mobile Banking, or to deny the processing of requested transactions initiated through Mobile Banking, in order to maintain or restore security to Mobile Banking and our systems. We may do so if we reasonably believe your Security Information has been or may be compromised or is being used or may be used by an unauthorized person(s). Also, if you do not use Mobile Banking for a period of six (6) consecutive months, we may, in our discretion, terminate your access without prior notice to you.

- b. Termination by Your Own Choice:** If you close all of your Account(s), we will suspend or terminate your access to Mobile Banking without prior notice to you.

- c. Reinstatement of Mobile Access.** Access to Mobile Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Addendum will control. If your access to Mobile Banking was previously terminated and you are eligible for reinstatement, you may reenroll at any time by downloading the mobile application for your Mobile Device.

III. SECURITY PROCEDURES; REPORTING LOST MOBILE DEVICES AND UNAUTHORIZED TRANSACTIONS.

- A. Security Procedures.** You agree to comply at all times with the secure login procedures established by us for online account access and any Mobile Banking security procedures we provide to you (collectively the "Security Procedures") and to safeguard the confidentiality and security of any Security Information or account information that is either transmitted from, stored on, or downloaded to your Mobile Device in connection with Mobile Banking and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree the Security Procedures are not designed for the detection of errors. We are not, and will not be, obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

- B. Lost or Stolen Mobile Device or Security Information; Unauthorized Transfers.** If you believe your Mobile Device, Security Information, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, **contact us AT ONCE** at Bank Forward's Electronic Banking Department at 1-800-689-1783. For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

- C. In Case of Errors or Questions about Your Account** Please contact us at your local Bank Forward Branch with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your

Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the address of your local branch included in your Online Banking Agreement or on our website at www.bankforward.com.

Documentation governing your Account(s) and the Bank's privacy policy that was previously provided to you in connection with your Account(s).

IV. ADDITIONAL PROVISIONS GOVERNING MOBILE BANKING.

- A. Fees for Mobile Banking.** There is currently no fee to enroll in Mobile Banking or view your Account(s) information or make internal funds transfers between your Accounts. However, there may be other fees associated with your Account(s) or for certain Mobile Banking services. Please refer to the Account Documentation governing your Accounts for fee information or contact a Bank representative at your local branch if you have questions regarding these fees. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services related to the use of our Mobile Banking services, including without limitation, SMS text messaging.
- B. Effective Time for Internal Funds Transfers Initiated Through Mobile Banking.** The transfer of funds initiated through Mobile Banking from one of your Accounts to another of your Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. Transfers of funds to or from your Accounts using our Bill Payment or Mobile Deposit services are subject to the cut-off times described in the terms for these services.
- C. Authorization to Transfer Funds.** You expressly authorize us to debit the appropriate Account in the amount of any funds transfer initiated through Mobile Banking. You agree that we may treat any such funds transfer from an Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Account the same as a deposit or loan payment, all in accordance with the terms of this Addendum and the Account Documentation governing your Account(s).
- D. Account Transactions Using Mobile Banking; Periodic Statements.**
- You are responsible for accurately entering all data necessary to perform a transaction in your Account(s) and for verifying all instructions transmitted to us. Your banking transactions using Mobile Banking will be indicated on your monthly or quarterly statement we provide or make accessible to you for your Accounts.
- E. Mobile Number Contact Policy.** By providing us with a telephone number for your Mobile Device, you are expressly consenting to receive communications – including, but not limited to, text messages, and calls from us at that number, to the extent permitted by law. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. Calls and messages may incur fees from your wireless carrier.

V. PRIVACY.

You acknowledge that in connection with your use of Mobile Banking, Bank and its affiliates and service providers, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as set forth in this Addendum. Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. All information gathered from you in connection with using Mobile Banking will be governed by the provisions of your other Account

VI. MOBILE DEPOSIT SERVICE

- A. General Description of the Mobile Deposit Service.** Our Mobile Deposit Service allows you to make mobile deposits (each such deposit "Mobile Deposit" and collectively "Mobile Deposits") to your Bank checking or savings accounts (each a "Deposit Account" and collectively the "Deposit Accounts"). You may use the Mobile Deposit Service in connection with Deposit Accounts you have enrolled for Mobile Banking. Mobile Deposits may be made to your Deposit Accounts by using a supported camera-enabled Mobile Device with our downloadable Software to capture electronic images of paper checks and to transmit such images and other information required hereby to us or our designated Provider (defined in Section IX below). You acknowledge and agree that a Mobile Deposit made by you using the Mobile Deposit Service is not an "electronic funds transfer" as that term is defined in Consumer Financial Protection Bureau's Regulation E. The terms "us", "our" and "Provider" may be used interchangeably when used in relation to any services performed by a Provider on our behalf including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The Mobile Device must capture an image of the front and back of each Check ("Check Images") to be deposited in accordance with the procedures outlined in this Addendum and provided to you in the Mobile Deposit Service documentation ("Procedures"). After capture of the Check Images and all other required data and information from the paper Check, you will transmit for Mobile Deposit the Check Images and all other required data and information from or pertaining to the Check to us or Provider using the Software installed on your Mobile Device. Subject to compliance with the terms, provisions and conditions of this Addendum, we will provisionally credit the Deposit Account designated by you for the amount of the Mobile Deposit and enter the Check Images of the Check into the collection process, in accordance with the provisions of our then current Account Documentation pertaining to the Deposit Account into which the Mobile Deposit is to be made. You acknowledge and agree that we may discontinue, and/or change the terms of the Mobile Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party.
- B. Activation and Eligibility.** To activate the Mobile Deposit Service, you must first enroll through Mobile Banking and meet our eligibility requirements. Only Accounts that have been open for 90 days, in good standing, and enrolled in Mobile Banking will be eligible for the Mobile Deposit Service. Accounts with excessive returned checks or ACH transactions, negative balances, or other negative account history at the individual or overall account level will not be granted access to use the Mobile Deposit Service. Accounts granted access to the Mobile Deposit Service may be denied future transactions if the Accounts are no longer in good standing.
- C. Checks Deposited and Security Interest.** When using the Mobile Deposit Service, you hereby agree that you will only scan and deposit a check as that term is defined in Federal Reserve Board Regulation CC (each a "Check" and, if more than one, "Checks"). You agree that the Check Images of the Check that are transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks that: (a) are payable to any person or entity other than the Deposit Account owner, (b) are drawn, or otherwise issued, by you on any account of yours maintained at another financial institution, (c) are prohibited by our then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn, (e) have been previously endorsed by a bank (or other institution) and are either "substitute checks" (as defined in

Regulation CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without our prior consent, (f) are drawn on financial institutions that are located outside of the United States or territories of the United States, (g) are not payable in US Dollars, and (h) are not acceptable to us for deposit into a Deposit Account as provided in the Account Documentation (Checks described in clauses (a) through (h) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys fees) we may incur associated with any warranty, indemnity or other claim related thereto.

You grant us a security interest in all Deposit Accounts or other deposits (whether general or special) of yours at Bank, and in all funds in such Deposit Accounts or other deposits, to secure your obligations to us under this Addendum. This security interest will survive termination of this Addendum.

- D. Scanning of Checks and Transmission of Check Images.** You shall properly download and use all Software required by this Addendum or otherwise, required for or related to, the use of the Mobile Deposit Service. Before capturing a picture of the Check Images, you shall endorse the Check with the Deposit Account owner's name and the legend "For Deposit Only." You shall then capture the Check Images of the Checks to be deposited via Mobile Deposit and transmit the Check Images and any other required data and information from or pertaining to such Checks to us or the Provider in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you.

To ensure accuracy, you shall key the amount of each Check and any other information required using the Software prior to transmitting the Mobile Deposit in accordance with the Procedures. We reserve the right to impose limits on the amount(s) and/or number of Mobile Deposits that you transmit using the Service and to modify such limits from time to time (collectively defined as the "Limits"). You may send multiple Mobile Deposits to us or Provider throughout the day, not to exceed the Limits. We may, at our option, refuse to accept a Mobile Deposit that exceeds the Limits, or we may accept and process the Mobile Deposit. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. To be eligible for processing on the day transmitted, Mobile Deposits must be received by us on or before 4:00 p.m. CST on a Business Day that we are open (the "Cut-Off Time"). A Mobile Deposit is considered received by us when the Mobile Deposit Service generates a confirmation message from us acknowledging that we have received your Mobile Deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. For purposes of determining when a Mobile Deposit has been delivered and received, our records shall be determinative. A Mobile Deposit that is transmitted after the Cut-Off Time shall be deemed to have been received by us at the opening of our next Business Day. We reserve the right to change Limits and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof except as otherwise required by law. You may contact us at any time to verify the Limits and the Cut-Off Time.

- E. Maintenance and Destruction of Original Check.** You shall mark the original Check as "Processed" after the process of transmitting the Check Images to us in accordance with Section VI.D. of this Addendum. You shall securely store all original Checks for a period of five (5) calendar days after the item(s) you have deposited post to your account and show in your balance (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only Authorized Representatives shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You

shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You will use commercially reasonable methods of destruction such as cross-cut shredding to destroy original Checks after expiration of the Retention Period. You hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. You will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a replacement Check or a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

- F. Image and MICR Quality.** Check Images of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Check Images:

1. The amount of the Check;
2. The payee of the Check;
3. The signature of the drawer of the Check;
4. The date of the Check;
5. The Check number;
6. The account number;
7. The information identifying the drawer and the paying bank (or other institution) that is preprinted on the Check, including the magnetic ink character recognition ("MICR") line; and
8. All other information placed on the Check prior to the time the Check Images of the Check are captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

You shall ensure the Check Images transmitted to us includes the full-field MICR encoding on each Check. You shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount and signature of the person who signed the Check (the "drawer"), and for ensuring that any and all information on a paper Check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by American National Standards Institute, Electronic Check Clearing House Organization ("ECCHO") Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or that we may provide to you from time to time. You acknowledge that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

- G. Receipt of Mobile Deposit.** After we receive your Mobile Deposit, we will review the Check Images and other information contained therein. For each Mobile Deposit that we determine is eligible for processing as described in this Addendum, we will: (i) create a substitute Check that we will present directly or indirectly to (a) the institution on which the original Check to which the Check Images relate is drawn, or (b) the institution at or through which the Check is payable (each, the "Paying Institution"); (ii) include the Check Images in an electronic file for presentment directly or indirectly to the Paying Institution; or (iii) present or post any Check Images for which we are the Paying Institution. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any Mobile Deposit or Check Images or other information contained therein that are not received by us in accordance with the terms of this Addendum or for Mobile Deposits or Check Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a Mobile Deposit and, therefore, may reject any Mobile Deposit or Check Images or other information contained therein submitted by you. We shall have no liability to you for the rejection of a Mobile Deposit or Check Images or other information contained

therein or for the failure to notify you of such rejection. Upon receipt of a Mobile Deposit submitted by you, we may examine such Mobile Deposit and the Check Images and other information contained therein to ensure that you have complied with this Addendum and followed the Procedures. If we determine that you have not complied with this Addendum or followed the Procedures or if errors exist in the Check Images or other information contained in the Mobile Deposit, we, in our sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected Mobile Deposit (a "**Corrected Mobile Deposit**"). As a form of correction, we may credit your Deposit Account for the full amount of the Corrected Mobile Deposit and make any necessary adjustments to the Deposit Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such Mobile Deposit or the Check Images or other information contained therein. If after examination of a Mobile Deposit and the Check Images and other information contained therein, we determine that you have complied with this Addendum and processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, we shall accept the Mobile Deposit for deposit to your designated Deposit Account. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.

- H. Availability of Funds.** In general, if a Check Image of an Item you transmit through the Service is received and accepted before the Cut-Off Time on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using the Mobile Deposit service will generally be made available on the Business Day of the day of deposit. You acknowledge that all credits given by us for an Item are subject to verification and final settlement.
- I. Laws, Rules and Regulations.** You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the ECCHO and any other clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations (collectively the "**Rules**") and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.
- J. Cooperation with Investigations.** You agree to cooperate with us in the investigation of transactions, including unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.
- K. Collection of Checks.** We, in our sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank (or other institution). We, in our sole discretion, shall select the clearing agents used to collect and present the Check Images, and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Account Documentation governing your Deposit Accounts.
- L. Contingency Plan.** You acknowledge that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or of the Procedures, for

any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you may deposit original Checks with us at one of our branch locations until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of your other Account Documentation and not by the terms of this Addendum. Notwithstanding the foregoing, and to the extent applicable, Section VI. M. below dealing with warranties shall apply to the deposit of original Checks. It is your sole responsibility to verify that Check Images transmitted using the Mobile Deposit Service have been received and accepted for Mobile Deposit.

- M. Warranties.** You represent, warrant and covenant the following to us:
- Checks Deposited.** You shall only deposit Checks that are authorized by this Addendum, the Procedures and the Account Documentation;
 - Image Quality.** Check Images transmitted by you to us contain an accurate representation of the front and the back of each Check and comply with the requirements of this Addendum;
 - Accuracy of Information.** All data and other information submitted by you to us, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Addendum;
 - No Duplicates.** You will not: (i) create duplicate Check Images of the Checks, (ii) transmit duplicate Check Images to us, or (iii) deposit or otherwise negotiate the original of any Check of which Check Images were created and transmitted to us for Mobile Deposit. You further warrant that no subsequent transferee, including but not limited to us, a collecting or returning bank (or other institution), drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Check Image(s) were created or a duplication (whether paper or electronic, including ACH entries) of the Check(s);
 - No Loss.** No subsequent transferees of the Check(s), including but not limited to us, a collecting or returning bank (or other institution), drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Check Images were presented for payment or returned instead of the original Check;
 - Information.** All information provided by you to us is true, complete and accurate;
 - Authority and Legality.** This Addendum is valid and enforceable against you in accordance with its terms; and the entry into, and performance of, this Addendum by you will not violate any law, or conflict with any other agreement, to which you are subject;
 - Transactions.** All Checks and transactions of yours are, and will be, bona fide. All signatures on Checks are authentic and authorized;
 - Rule Compliance.** You submit Check Images in compliance with this Addendum, the Procedures, applicable law and the Rules.
- N. Returned Checks.** If Checks remotely deposited by you using the Mobile Deposit Service are dishonored or otherwise returned unpaid by the drawee bank (or other institution), or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Check Images, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with Section VI.E. the original Check will not be returned, and we may charge your Deposit

Account for any and all returned Checks, along with any returned check fees authorized by the Account Documentation. You understand and agree that any returned Checks may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by us, you agree not to deposit the original Check if the Check Images were previously transmitted to us using the Mobile Deposit Service and returned for any reason.

- O. **Confirmation: Deposit Account Reconciliation.** We will provide notice of receipt of Mobile Deposits to your Deposit Account on the periodic statement for such Deposit Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 60 days of your receipt of any terminal printout, mailed report or periodic statement, whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.

VII. DISCLAIMER OF WARRANTIES; LIMITATIONS OF OUR LIABILITY AND OBLIGATIONS TO YOU; YOUR AGREEMENT TO INDEMNIFY US AGAINST CERTAIN LOSSES.

A. Disclaimer of Warranties.

To the fullest extent permitted by law, Mobile Banking and any related Software as provided "AS IS" and we make no warranties of any kind for the Mobile Banking services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Mobile Banking will be uninterrupted or error free, defects will be corrected, or that Mobile Banking is free of viruses or other harmful components. We do not, and cannot, control the flow of any documents, files, data or other information via the Internet or your Mobile Device, whether to or from our network or otherwise. Such flow depends in large part on the performance of Internet and wireless carrier services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your Internet or mobile service (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to your or our ability or inability to transmit information to or from your Mobile Device.

B. Your Additional Responsibilities.

You represent and agree to the following by enrolling for Mobile Banking or by using Mobile Banking:

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner or authorized by the legal owner to exercise control of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking.
2. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your Accounts and transactions when using Mobile Banking. You agree 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. You understand that any interruption to your Mobile Device, such as a phone call or text message that occurs while you are logged in to Mobile Banking may immediately cause you to be logged out of Mobile Banking. You agree not to provide your

Security Information to any unauthorized person. If you permit other persons to use your Mobile Device, Security Information or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

3. **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, patent, trademark, trade secret or other proprietary rights or rights of 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 us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to 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.
5. **Other Agreements.** You agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers for your Mobile Device, such as your wireless carrier or provider, and that you are still subject to any fees, costs, other charges, limitations or restrictions imposed by those parties under your agreements with them. This Addendum does not amend or supersede any of those agreements. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your wireless carrier or provider, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. Your Mobile Device supplier and your wireless carrier or provider are responsible for their products and services. Your wireless carrier or provider is responsible for its products and services, and you agree to resolve any problems with your carrier or provider directly, without involving us.

VIII. ENTIRE AGREEMENT; CONFLICTING TERMS.

This Addendum forms part of and is incorporated by reference into the Agreement. Except as amended by this Addendum, the Agreement remains in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the Mobile Banking service.

IX. PROVIDER END USER AGREEMENT

The primary licensor for Bank Forward's Mobile Banking service is Tactical 8 Technologies, LLC DBA T8 Webware ("Provider"). The Provider has provided us the right to enter into the following end user agreement (the "End User Agreement") with you for the use of the Product (defined below). By enrolling in our mobile banking service, and during such time as we maintain our rights to license the Product, you hereby agree as follows:

- A. **General.** Access to Bank Forward's Mobile Banking service via your Mobile Device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the "Product" (defined below), and the Provider is not responsible for any of the materials, information, products or services made available to you through the Product.
- B. **Ownership.** You acknowledge and agree that Provider is the owner of all rights, title and interest in and to the mobile technology

solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Product"). You further acknowledge that the design and look of the Product, which includes images, graphics, text, logos and icons, photographs, editorial content, notices, software and other materials are owned by Provider and protected under the United States and other applicable copyright, trademark and other laws. You may not use the Product unless you have first accepted the terms of this End User Agreement.

- C. **License.** Subject to the terms and conditions of this End User Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Product (in machine readable object code form only) in accordance with the terms of this End User Agreement and for the sole purpose of enabling you to use and enjoy the benefits of Bank Forward's services made available via the Product. This is not a sale of the Product. All rights not expressly granted to you by this End User Agreement are hereby reserved by Provider. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Product. This license may be terminated at any time, for any reason or no reason, by you or the Provider. Upon termination, you agree to immediately destroy all copies of any Product which has been downloaded to your Mobile Device or otherwise in your possession or control.
- D. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Product; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Product; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Product, including, but not limited to, any trademark, logo or copyright.
- E. **Updates.** The terms of this End User Agreement will govern any updates that replace and/or supplement the original Product, unless such update is accompanied by a separate license in which case the terms of that license will govern.
- F. **Consent to Use of Data.** You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your Mobile Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Product. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.
- G. **Source of Information.** The Product, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports your Account Information to you. There may be technical difficulties which result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information reported by the Product is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more up to date when obtained directly from the third-party sites.
- H. **Your Responsibility for Information.** You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Product is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify Bank Forward immediately.

- I. **Mobile Alerts.** The Product may provide automatic, Product-related alerts to your Mobile Device. Account alerts may be turned on or off as part of the Product. They may then be customized, deactivated or reactivated by you. Provider may add new alerts periodically, or cease to provide certain alerts at any time in its sole discretion. Electronic alerts will be sent to the Product through its operating specific notification system or for the html client the phone number or email address you have provided as your primary email address for the Product. If your email address or your Mobile Device's email address changes, you are responsible for informing us of that change through the Product settings interface. Alerts may include sensitive information such as low balance warnings or large deposits but will never include account numbers or balance information. You must re-enter the Product to see such details.
- J. **Rights You Grant to Provider.** By submitting data, passwords, user names, PINs, log-in information, materials and other information to Provider through the Product, you are licensing that content to Provider solely for the purpose of providing the Product to you and for such other purposes as are set forth in the Provider's Privacy Policy under section K below ("Provider's Privacy Policy"). Provider may use and store the content in accordance with Provider's Privacy Policy and Bank's Privacy Policy. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Product, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Product, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you to the Product (such as account passwords and user names) to accomplish the foregoing and to configure the Product so that it is compatible with the third-party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Product, you grant Provider a limited power of attorney, and appoint Provider as your attorney-in-fact and agent, to access the third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities as you could do in person. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting as your agent, and not as the agent of or on behalf of the third party. You understand and agree that the Product is not sponsored or endorsed by any third parties accessible through the Product.
- K. **Provider's Privacy Policy.** Provider will not sell or rent your personal information to anyone, for any reason, at any time. Provider uses and discloses your personal information only as follows: (a) to analyze usage and improve the Product, (b) to deliver to you any administrative notices, alerts and communications relevant to your use of the Product, (c) to fulfill your requests for certain products and services, (d) for market research, project planning, troubleshooting problems, detecting and protecting against error, fraud or other criminal activity, and (e) in order to enable Bank Forward to offer additional product offerings to you, the Product provides to Bank Forward financial product details of any external institutions you have added through the Product, provided that no external transactional data will ever be shared with Bank Forward. Notwithstanding the foregoing, Provider reserves the right (and you authorize Provider) to share or disclose your personal information when Provider determines, in its sole discretion, that the disclosure of such information is necessary or appropriate (x) to enforce our rights against you or in connection with a breach by you of this End User Agreement, (y) to prevent prohibited or illegal activities, or (z) when required by any applicable law, rule regulation, subpoena or other legal process.

- L. The Product is not a Professional Advisor.** NEITHER PROVIDER NOR THE PRODUCT IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. PROVIDER AND THE PRODUCT ARE NOT FINANCIAL PLANNERS, BROKERS OR TAX ADVISORS. The Product is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Product may not be appropriate for your situation. Accordingly, prior to making any financial decisions or implementing a financial strategy, you should consider obtaining additional information and advice from professionals, such as accountants, attorneys, financial advisors or other professionals who are fully aware of your individual circumstances.
- M. Alert Disclaimer.** You understand and agree that any alerts provided to you through the Product may be delayed or prevented for a variety of reasons. Provider attempts to provide alerts in a timely manner with accurate information, however, Provider neither guarantees the delivery nor the accuracy of the content of any alert. You also agree that Provider shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.
- N. Your Indemnification of Provider.** You agree to defend, indemnify and hold harmless Provider and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.
- O. Export Restrictions.** You may not use or otherwise export or re-export the Product except as authorized by United States law and the laws of the jurisdiction in which the Product was obtained. In particular, but without limitation, the Product may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Product, you represent and warrant that you are not located in any country or on any such list. You also agree that you will not use the Product for any purposes prohibited by United States law.
- P. U.S. Government Restricted Rights.** The Product is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (computer software) or DFARS 227.7202 (commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Product by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this End User Agreement.
- Q. Disclaimer of Warranty.** THE PRODUCT IS 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 AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE PRODUCT WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED. YOUR USE OF THE PRODUCT AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE PRODUCT 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, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- R. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, GENERAL, SPECIAL, 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, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT SHALL 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, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- S. Miscellaneous.** This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this 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. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This

End 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 hereby expressly waived and excluded.

BANK FORWARD E-STATEMENTS "Electronic Disclosure and Terms of Use"

This Electronic Disclosure and Terms of Use ("Terms of Use") contains important disclosures and information about how we will deliver disclosures and notices required by applicable law, including periodic statements and notices, change-in-terms notices, our annual privacy notice and all other communications about our E-Statement and related services, whether available now or in the future ("Notices"). This is your copy of the Terms of Use; please read it carefully and print or download a copy of it for your records. For purposes of this agreement, "we," "us," "our" and "Bank" means Bank Forward and any of its affiliates or direct or indirect subsidiaries. "You", or "your" means, as applicable, each owner of an account with us.

Consent to Electronic Notices. By clicking on the box on the enrollment page, you affirmatively consent to receive, and acknowledge that you can access, receive, and retain, all Notices electronically, whether sent by e-mail or other electronic means, and not in paper or non-electronic form (each an "E-Statement").

You further acknowledge that by accessing the Bank's web site at <https://www.bankforward.com>, your computer satisfies the hardware and software requirements discussed below and you are able to access, receive and retain Notices electronically in the formats used, regardless of whether a Notice is posted on the Bank's web site or sent to you by e-mail or other electronic means. The decision to do business electronically is yours.

If you wish to request a paper copy of a Notice, you may request a copy in writing by sending a request to Bank Forward in writing at PO Box 776, Cooperstown, ND 58425, by e-mail to customer.service@bankforward.com, or by telephone or in person at your local branch. Please note that any message sent by e-mail is not encrypted. Please do not include any confidential information such as account numbers, social security numbers, or any other information you want kept confidential.

Description of E-Statements. Bank Forward offers E-Statements for consumer and business deposit and loan accounts. E-Statements will replace your mailed paper Notices with an electronic PDF version that you can view, save to your computer, or print at your convenience. The specific documents delivered by E-statements will be determined by your choices at the time of enrollment. Any legal disclosures that normally accompany your mailed periodic statements will also be delivered to you electronically. Bank Forward reserves the right to modify, add, or delete any features of the E-Statement service at our sole discretion. Any amendments to these Terms of Use will be effective when they are posted on www.bankforward.com, or delivered to the e-mail address we have on file for you. You are responsible for periodically checking the website for changes, or reading notifications that we send to you.

Enrolling in E-Statements. You may enroll in our E-Statement service on our website through Bank Forward Online. You may choose which of your Notices you wish to receive electronically. For any account with multiple owners, all account owners will be bound by the decision of the account holder who enrolls in or cancels the service. You will provide us with the e-mail address to receive your E-Statements and notices concerning the E-Statement service.

Receiving E-Statements. We will send E-Statements to an e-mail address you have designated or make them available in your online banking with appropriate notice to you as permitted by applicable law. You will need Adobe Acrobat Reader to view, print, and/or save your E-Statements. You may go to www.adobe.com to download the Adobe software at no charge. You will be able to view the current month's E-Statements and previous E-Statements for the number of months that you have been enrolled in the E-Statement service (up to a maximum of twelve months). You may change your email address by using the "User Options" selection within Bank Forward Online, or contacting your local branch. Should Bank Forward reasonably believe that you may not be receiving the e-mail messages we are sending to your e-mail address notifying you of the availability of your E-Statements, we may cancel your use of the E-Statement service and begin sending you paper statements at the mailing address on file at the bank.

You will receive electronic delivery of your E-Statements by receipt of an e-mail notifying you that your E-Statement is available to be retrieved by logging into your account through Bank Forward Online. Your E-Statement will be available to you in a PDF file format to be printed, downloaded, or retained on your computer.

Hardware and Software Requirements. In order to use the E-Statement service and to access, receive and retain Notices electronically, you must satisfy the hardware and software requirements detailed below. We will give you notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive and retain subsequent E-Statements from us.

The hardware and software requirements, which will be provided by you, are as follows:

- An Internet web browser which is SSL-compliant and supports 128 bit encryption;
- Access to the Internet through an Internet or other service provider;
- An e-mail account and software capable of receiving attachments up to 1 MB.
- A personal computer with at least 64 MB RAM, an operating system and all necessary telephone lines, Internet or other connections and equipment capable of supporting the foregoing requirements and necessary to access the Services, including any Internet-enabled wireless devices, such as personal digital assistants and cellular telephones, you may use to access the Services; and
- Adobe Acrobat Reader software version 5.0 or higher; sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your Internet Web browser and e-mail software.

Security of the Service. Information you provide to Bank Forward will be stored on secure servers and protected by certain encryption techniques. However, the security of the service depends upon your efforts to protect your username and password for the service (if applicable). You must take all necessary precautions

to safeguard your username and password (including your online banking information) which allows you to access the service.

Withdrawal to Consent to E-Statements. If you agree to receive E-Statements, you can cancel your consent and resume receiving paper notification at any time by sending a written notice to Bank Forward, PO Box 776, Cooperstown ND 58425, or visiting or calling one of our branches during normal business hours. You will not be charged a fee if you choose to withdraw your consent, and the E-Statement service will automatically be terminated. You will automatically begin receiving paper Notices in the mail with your next statement cycle. Termination of these Terms of Use will not affect the legal validity and enforceability of any Notice, electronic or otherwise, before the effective date of termination of these Terms of Use.

Your Communication to Us. As a customer of Bank Forward, you have certain time limits to review your E-Statements and accompanying check images and to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to us. The time limit to report these matters will commence on the day your E-Statement or notice is made available for your review. To the extent permitted by applicable law, any e-mail you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments, errors or fraud) to us by calling us at 877-689-1783 or contacting your local branch. We recommend that you do not use e-mail to communicate confidential information since Internet e-mail may not be secure. We may, however, require you to provide us with written confirmation regarding any such matter. You also agree that we may send you an electronic Notice in response to any communication you send to us; regardless of whether your original communication to us was an e-mail.

Verification of Electronic Access. Your ability to access, receive, and retain notices electronically will be demonstrated during the enrollment process by opening the PDF version of the E-Statement Enrollment Disclosure and providing the enrollment code to complete the enrollment process.

YOU UNDERSTAND BY AGREEING TO THE TERMS OF USE, YOU ACKNOWLEDGE THAT;

- a) *You have read and understand the Terms of Use, and have printed or downloaded a copy for your records;*
- b) *You can access, receive, and retain notices electronically in the formats we use, and affirmatively consent to the receipt of notices electronically;*
- c) *You have the necessary computer hardware, software, and internet access to send and receive electronic communications from us;*
- d) *You expressly consent to the use of electronic records for the electronic delivery of your statements, notices, and any disclosures or other communication sent to you.*
- e) *You are authorizing Bank Forward to replace your periodic paper statements and/or notices with E-Statements;*
- f) *You are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the service, and that you are authorized to consent on their behalf;*
- g) *You are authorized on behalf of the Organization (if applicable) to make this request to enroll accounts for the service.*