



# TERMS AND CONDITIONS

## **RELIANCE BANK - ONLINE BANKING SERVICE AGREEMENT**

As a feature of your Reliance Bank Account(s), Reliance Bank ("Bank", "we" or "us") offers an Online Banking Service, which provides internet access to your Account(s). This Agreement governs your use of the Services. This agreement also defines your rights and responsibilities under the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Bank. PLEASE READ THE AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS. BY REQUESTING AND USING THE ONLINE BANKING SERVICE, YOU HAVE AGREED TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. The Bank also agrees to the terms and conditions.

## **DEFINITIONS**

The following definitions apply in this Agreement.

### **ONLINE BANKING**

The internet-based service providing access to your Reliance Bank Account(s).

### **USER NAME AND PASSWORD**

Users who enroll for Online Banking for the first time will be prompted to create both an Access ID and Password. Requirements for both will appear on the screen in which you create both the Access ID and Password

### **INTERNAL TRANSFERS**

The process of moving funds from one account to another at Reliance Bank. Transfers can be made between checking, savings, money market accounts, and certain lines of credit. Transfers can also be used to make regular loan payments or payment directly to the principal.

## **EXTERNAL ACCOUNT(S)**

An account at another financial institution within the United States in which you are authorized to initiate transactions.

## **BANK-TO-BANK TRANSFERS**

The process of moving funds via the Automated Clearing House (ACH) between an External Account and a Reliance Bank account.

## **CLEARED DATE**

The date the money for a transaction is deducted from your account.

## **ISSUED DATE**

The date a transaction is issued. You can record the issued date on the Transaction Register screen.

## **TRANSACTION DATE**

The date a transaction takes place, also referred to as the "Trans Date" on the cleared item screen. The transaction date is the issued date on the Transaction Register.

## **BUSINESS DAY**

Monday through Friday except bank holidays.

## **TRANSMIT DATE**

Date on which funds are deducted from your Account or the next Business Day if the scheduled date is not a Business Day. The Transmit Date is also the cleared date.

## **RECURRING PAYMENT**

Payments set up to be made weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually. Bi-weekly affects the account every other week, whereas semi-monthly affects the account only twice a month. The payment frequency for semi-monthly is paired 15 days apart.

## **ONLINE BANKING SERVICE**

The Online Banking Service may be used to:

1. Access your account balances and review transactions.
2. Complete Internal Transfer of funds between your Reliance Bank Account(s).

Internal Transfer funds between your Reliance Bank Account(s). Transfers conducted between 7:00 a.m. and 11:00 p.m., Monday-Friday, and 7:00 a.m. and 8:00 p.m. Saturday, will be

processed and completed the same Business Day. Transfers conducted after 11:00 p.m. Monday thru Friday, after 8:00 p.m. Saturday, or on Sunday, will be processed and completed the next Business Day.

3. Complete Bank-to-Bank Transfer of funds between your Reliance Bank Account(s) and any External Accounts via the Automated Clearing House (ACH). Bank-to-Bank Transfers require External Accounts to be successfully registered through Online Banking prior to transfer. Available processing hours are the same for Bank-to-Bank Transfers as the above Internal Transfers, however, options for posting of Bank-to-Bank Transfers include Standard Transfers (three business days) and Express Transfers (next business day). Express Transfers require account qualifications and will become an option in Online Banking only after qualification has occurred. Further Bank-to-Bank Transfer is Ten dollars (\$10). Maximum daily and monthly limits apply to all Bank-to-Bank Transfers. See Fee Schedule for any applicable Bank-to-Bank Transfer fees.

4. Make regular loan payments by transferring funds from your related Reliance Bank Account(s). The outstanding principal balance is available for your online viewing. You can make a regular loan payment by transferring funds from your checking, Statement Savings, or money market account to the loan. To obtain a loan payoff quote, please contact Loan Services at 814/949-6283.

5. Transfer funds from a personal or home equity line of credit to a related Reliance Bank deposit account. You can review the current available balance and outstanding balance for the Personal and Home Equity Lines of Credit.

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

## **USE OF YOUR USER NAME AND PASSWORD**

You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Service. You agree to assume responsibility for all transactions initiated through the Service with your User Name and Password, up to the limits allowed by applicable law.

Transfers conducted on a Non-Business Day will be processed and completed the next Business Day. Because regulations require the Bank to limit pre-authorized transfers, including Online Banking transfers from certain types of accounts, the following limitations apply:

## **TRANSMISSION TO AND FROM THIS WEBSITE**

Except where expressly indicated otherwise, transmissions to and from this website or directed to Reliance Bank, including emails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at Reliance Bank. Please do not use email to send us communications which contain confidential information, which we require be in writing, or which need our immediate attention. Please contact our Online Banking Support Specialists at the address and/or telephone numbers listed at the end of this section. Any transmission to this website, including emails, shall be deemed and remain the property of Reliance Bank. Reliance Bank shall be free to use, for any purpose, any ideas, concepts, know-how or techniques provided by a website user to Reliance Bank through this website.

## **ELECTRONIC MAIL**

If you send Reliance Bank an electronic mail message, we will review the email no later than the next Business Day.

We strongly recommend that you do not use email to communicate URGENT information; for example, if you need to report the theft of your password, an unauthorized transaction from one of your Accounts or if you need to stop a payment that is scheduled to occur. You agree that Reliance Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Reliance Bank shall be considered received within three (3) calendar days of the date sent by Reliance Bank, regardless of whether or not you sign on to the Service within that time frame. You also agree that Reliance Bank may send information about other products and services to you by electronic mail.

## **HOURS OF OPERATION**

The Service is available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, Reliance Bank's Business Days are Monday through Friday excluding bank holidays.

## MODIFICATIONS; NOTICES

Reliance Bank may modify, amend or revise (collectively, "revise") this website and/or the terms and conditions applicable to any Service at any time and from time to time, without prior notice. The revised terms and conditions shall be effective on the date selected by Reliance Bank or at the earliest date allowed by applicable law. You are responsible for regularly reviewing these terms and conditions. Your continued use of this website or the Service following any revisions shall constitute your acceptance of the revisions and the revised terms and conditions. At its option, Reliance Bank may notify you of any revisions by any one or more of the following methods; by sending notice by first-class mail or electronic mail at the address shown on our records, by placing a statement message in the statement for any of your accounts, or by posting a notice on our internet site. You will be deemed to have received any notice by electronic mail three calendar days after it is sent.

## INACTIVITY; TERMINATION

You are responsible for complying with all the terms of this Agreement, with the terms of the agreement governing the deposit accounts which you access using the Services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee required by this Agreement when due or if you do not comply with the agreement governing your deposit, loan accounts or other accounts, or any account is not maintained in good standing or if we have reason to believe that the Service has been subject to unauthorized or improper use. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

If you are not paying a monthly service charge for the Services, we may convert your Service access to an inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive one hundred eighty (180) day period. If your Service access is considered inactive, you must contact us to have the Service activated before you will be able to use the Service.

**To cancel the Online Banking, you must notify us and provide your name; address, and the effective date to stop the Service. You may notify us by one of the following methods:**

1. By sending an email to [customerservice@reliancebank.com](mailto:customerservice@reliancebank.com)
2. By calling 800/570-0876, 9:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday-Friday

3. By writing a letter and mailing it to:  
Reliance Bank  
Online Banking Support Specialists  
1119 Twelfth Street, PO Box 1968  
Altoona, PA 16603-1968

### **IF YOUR PASSWORD HAS BEEN LOST OR STOLEN**

If you believe your Password has been lost or stolen, contact Online Banking Support immediately by calling 800/570-0876, 9:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday - Friday. If you believe someone has transferred or may transfer money from your account without your permission, immediately call Online Banking Support. If you tell us within two (2) Business Days after you discover that your Password has been lost or stolen, you will be liable for no more than \$50 if someone uses your Password without your permission. If you do not tell us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could be liable for as much as \$500. Liability limits may not apply if you provide your User Name and Password to someone who is not an authorized signor on the affected account(s).

### **IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE**

If your statement shows transfers that you did not make or authorize, contact Online Banking Support immediately by calling 800/570-0876, 9:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday - Friday. If you do not notify us within sixty (60) days after we sent the first statement on which the error appeared, you may not recover any money lost after the sixty (60) days which would not have been lost if we had been notified in time.

### **BANK LIABILITY FOR FAILURE TO MAKE A TRANSFER**

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for the amount of any losses or damages incurred by you and resulting directly from such failure.

You agree that Reliance Bank will not be liable for failure to properly complete a transfer in the following instances:

1. If through no fault of ours, your Account has insufficient funds to complete a transfer. If a transaction is processed against insufficient funds, you may have to repay the amount involved.
2. If circumstances beyond our control (such as flood, fire or power outage) prevent the transfer.
3. Your telephone, communication link or service was not working properly and you knew about the problem when you started the transfer.
4. If your transfer authorization terminates by operation of law.
5. If your funds are subject to legal process or other encumbrance restricting the transfer.
6. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
7. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
8. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement or any other agreement with us, or if we or you terminate this Agreement.
9. You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
10. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.

Reliance Bank will not be liable for any losses resulting from circumstances over which we have no direct control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, operator errors, log-in sequences, severe weather, earthquakes, floods or other such events. You acknowledge that there are alternative methods for accessing the information and conducting the transactions provided by the Service, such as Telephone Banking and payment by check. In the event you should experience problems in accessing the Service, you will attempt to access such information and conduct such transactions by such alternative methods. There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any indirect incidental or consequential damages.

## **ACCOUNT ALERTS**

**ALERTS.** Your enrollment in Reliance Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Reliance Bank account(s). Alerts are provided within the following categories:

**MANDATORY ALERTS** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

**ACCOUNT ALERTS** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

**ADDITIONAL ALERTS** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Reliance Bank Online Banking *and Manage Alerts menu within Reliance bank Mobile Banking*.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Reliance Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**METHODS OF DELIVERY.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Reliance Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**ALERTS VIA TEXT MESSAGE.** To stop Alerts via text message, **text "STOP" to 48179 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Reliance Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, **text "HELP" to 48179** in case of questions please contact customer service at **800/570-0876**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.



**LIMITATIONS.** Reliance Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Reliance Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Reliance Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**ALERT INFORMATION.** As Alerts delivered via SMS, e-mail and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## **ACCOUNT TO ACCOUNT TRANSFER TERMS OF SERVICE**

Last updated June 1, 2021

### **GENERAL TERMS FOR EACH SERVICE**

**1. INTRODUCTION.** This Terms of Service document (hereinafter "Agreement") is a contract between you and Reliance Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

**2. SERVICE PROVIDERS.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability

attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the 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. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

**3. AMENDMENTS.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

**4. OUR RELATIONSHIP WITH YOU.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

**5. ASSIGNMENT.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**6. NOTICES TO US REGARDING THE SERVICE.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Reliance Bank, 1119 12th St, PO Box 1968, Altoona, PA 16603-1968. We may also be reached at 800-570-0876, Option 0 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**7. NOTICES TO YOU.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**8. TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**9. RECEIPTS AND TRANSACTION HISTORY.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**10. YOUR PRIVACY.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**11. PRIVACY OF OTHERS.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

**12. ELIGIBILITY.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**13. PROHIBITED PAYMENTS.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card,

(3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**14. ACCEPTABLE USE.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**15. PAYMENT METHODS AND AMOUNTS.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the

method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

**16. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

**17. TAXES.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**18. FAILED OR RETURNED PAYMENT INSTRUCTIONS.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:



a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**19. ADDRESS OR BANKING CHANGES.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

**20. INFORMATION AUTHORIZATION.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies,

to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site.

Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

**a. Mobile subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

**b. Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**21. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION.** If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.



## 22. ERRORS, QUESTIONS, AND COMPLAINTS.

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.

b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**23. INTELLECTUAL PROPERTY.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our

exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**24. LINKS AND FRAMES.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**25. PASSWORD AND SECURITY.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**26. REMEDIES.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**27. DISPUTES.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**28. ARBITRATION.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**29. LAW AND FORUM FOR DISPUTES.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall

replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

**30. INDEMNIFICATION.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

**31. RELEASE.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**32. NO WAIVER.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**33. EXCLUSIONS OF WARRANTIES.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR

SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**34. LIMITATIONS OF LIABILITY.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**35. COMPLETE AGREEMENT, SEVERABILITY, CAPTIONS, AND SURVIVAL.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

### **36. DEFINITIONS.**

a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

b. "Affiliates" are companies related by common ownership or control.

c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on your behalf.



## ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

### 1. DESCRIPTION OF SERVICE, AUTHORIZATION AND PROCESSING.

a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;

2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;

4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

5. Circumstance beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**2. TRANSFER METHODS AND AMOUNTS.** Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

**3. TRANSFER CANCELLATION REQUESTS.** You may cancel a transfer at any time until it begins processing (as shown in the Service).

**4. STOP PAYMENT REQUESTS.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request



in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**5. SERVICE FEES AND ADDITIONAL CHARGES.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**6. REFUSED TRANSFERS.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**7. RETURNED OR FAILED TRANSFERS.** In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

## **8. DEFINITIONS**

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

## **ERRORS AND QUESTIONS**

In case of errors or questions regarding an Online Banking or Bill Payment transaction, contact our Online Banking Support Specialists at:

**EMAIL:** [customerservice@reliancebank.com](mailto:customerservice@reliancebank.com)

**TELEPHONE:** 800-570-0876

### **WRITE TO:**

Reliance Bank/Online Banking Support Specialists  
1119 Twelfth Street, PO Box 1968  
Altoona, PA 16603-1968

Notification should be as soon as possible. If you think your statement is wrong or you need more information about a transfer listed on your statement, we must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name, account number, and dollar amount of the suspected error.
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.

If the report is made orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will notify you with the results of our investigation within ten (10) Business Days after you contact us and will correct the error promptly. If more time is needed, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If this occurs, we will provisionally re-credit your Account within ten (10)

Business Days for the amount you think is in error, so that you will have use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally re-credit your Account until the investigation is completed and it is determined that an error did occur.

If your notice of error concerns a transaction that occurred during the first thirty (30) days after the first deposit to the account was made, the applicable time periods are twenty (20) business days in place of ten (10) business days and ninety (90) days in place of forty-five (45) days.

We will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we determine that no error occurred, we will send you a written explanation. You may request copies of the documents that we used in the investigation. If we provisionally re-credited funds to your Account and we determine there was no error, the funds will be withdrawn from your Account for the provisionally re-credited amount.

You agree that Reliance Bank may respond to you by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by Reliance Bank shall be considered received within three (3) calendar days of the date sent by Reliance Bank, regardless of whether or not you sign on to the Service within that time frame.

#### Disclosure of Account Information to Third Parties

We will disclose information to third parties about your Account(s) or the transactions you make;

1. When it is necessary for completing a transaction; or
2. to verify the existence and condition of your account to a third party; or
3. to comply with a governmental agency or court orders; or
4. if you give us your written permission.

A complete statement of Reliance Bank's on-line privacy policy is available at our website <https://reliancebank.bank>.

Information concerning your account history with Reliance Bank will be shared within the Reliance Bank organization. Other information, including information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared within the Reliance Bank organization.

## **OTHER AGREEMENTS**

In addition to this Agreement, you and Reliance Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your Account(s) at Reliance Bank including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. We will automatically deduct the fees related to the Services from your designated Account each month.

## **GOVERNING LAW**

These Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws, provisions, and to the extent required, under Federal Law.

## **FEE SCHEDULE**

Reliance Bank offers the benefits and convenience of our Online Banking service to you for free. Other fees may apply. Please refer to the Fee Schedule provided to you at account opening.

## **YOUR COMPUTER AND SOFTWARE**

To use the Service, you must have a personal computer, modem (or other communications equipment) and Software installed and working on your computer to access the Internet through an Internet Service Provider. In an effort to make it harder for unauthorized people to obtain your information being transmitted over the Internet, your web browser Software must provide encryption using a 128-bit key. Your web browser Software must also support TLS Version 1.2. It is your responsibility to install, maintain, and upgrade the computer, related equipment and Software for your use of the Services as needed. Reliance Bank is not responsible for errors or failures from any malfunction of your computer system or other related problems that may result, directly or indirectly, from your use of the Service.

## **NO WARRANTIES**

Although Reliance Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents and materials (collectively, the "Contents") on its website, it makes no

representation, endorsement or warranty that such Contents are accurate or suitable for any particular purpose. The website and its Contents are provided on an "as is" "as available" basis. Use of the website and its Contents is at the user's sole risk. The website and its Contents are provided without any representations, endorsement or warranties of any kind whatsoever, either express, implied or statutory, including, but not limited to, any warranties of title or accuracy and any implied warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from computer virus, with the sole exception of warranties (if any) which cannot be expressly excluded under applicable law. As noted below, Reliance Bank also makes no representations, endorsements or warranties, either express or implied, with respect to any website operated by a third party.

## **LIMITATION OF LIABILITY**

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