

# ARTISANS' BANK ONLINE BANKING AGREEMENT

This Artisans' Bank Online Banking Agreement (**the "Agreement"**) governs, as applicable, your use of the Artisans' Bank Online Banking Services, which include: Online Banking, Online Bill Payment (**"aka I-Pay"**), Mobile Banking, Telephone Banking, Bank to Bank Transfers (**"aka IBTs"**), Mobile Deposit (**"aka Remote Deposit Anywhere"** **"RDA"**), E-Statements and Notices, and other online and mobile-based financial services functions which are now available or may become available sometime in the future (**collectively, "the Online Banking Services"**). Additionally, if you are a Business customer, please refer to your Artisans' Bank Cash Management, ACH Origination, Remote Deposit Capture, and/or Wire Transfer Service Agreements for additional terms and conditions.

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**A. Preliminary General Provisions.**

The following preliminary general provisions apply to all Online Banking Services, unless otherwise stated.

**1. Definitions.** In this Agreement, the following terms have the indicated meanings:

**"Administrator"** means the individual who will act on a Business's behalf as the primary contact with Artisans' Bank and who is authorized to give Artisans' Bank Instructions about a Business's Eligible Accounts and Authorized Users.

**"Agreement"** means this Artisans' Bank Online Banking Agreement, including any addenda and riders, as they may be amended or modified from time to time.

**"Authorized User"** means an individual granted authority by a Business Administrator to access and use the Online Banking Services on behalf of the Business.

**"Business"** means a corporation, partnership, Limited Liability Company or other organization or sole proprietor who's Eligible Accounts are used primarily for business and commercial purposes.

**"Business Account"** means an Eligible Account owned by a Business.

**"Business Day"** means Monday through Friday, excluding federal holidays and Bank Closings. Reference to time shall be to Eastern Time.

**"Card Data"** means the personal identification number from an Artisans' Bank card (e.g., ATM card, VISA debit card) and the multi-digit card number associated with the card. Card Data may also include other information on the card.

**"Customer" or "you," "your," or "yours"** means each Consumer or Business who is an owner of an Eligible Account or other relationship that is accessible through Online Banking Services and any individual or Business authorized to use an Online Banking Service.

**"Damages"** means any claim, suit, expense, loss, liability or cost of any nature including, but not limited to, attorneys' fees and expenses.

**"e-Documents"** means the deposit account and loan statements, notices (e.g., NSF notices, IRA and certificate of deposit renewal or maturity notices), disclosures (e.g., deposit account related change-in-terms notices) and other communications, documents, or materials for specified types of Eligible Accounts and services that we may make available electronically, now or in the future, through the *E-Statements/Statements and Notices* service.

**"Online Banking Services"** means the financial services and products and the functions available now or in the future to the Customer through online, mobile, or any other online banking channel that we may support now or in the future. Please refer to the Agreement's introductory paragraph for further information on the definition of Online Banking Services. The term "Online Banking Service" is a generic reference to the services offered under this Agreement. Not all online services offered by Artisans' Bank are part of the Online Banking Services or are covered by this Agreement.

**"Eligible Account"** means each Artisans' Bank deposit account, loan account, line of credit, mortgage, IRA,-Cash Management Account, overdraft protection plan (loan or sweep) account, and any other product or service the Customer may maintain with us that is identified with Customer's Social Security number or Taxpayer Identification Number and is accessible through Online Banking Services.

**"e-Statements"** means the Online Banking Service that makes specific types of eligible account

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documents ("**e- Documents**") electronically available to the Customer for viewing, printing and downloading, rather than in paper form.

"**Guide(s)**" means all documentation, brochures, guides, and information in any format (including help screens, contextual help, FAQs, instructions and tutorials), as amended from time to time, provided or made available to Customer by us regarding Online Banking Services and their use.

"**Instruction**" means any transaction, transfer, loan advance, payment order or other request or instruction delivered to us via, or in connection with, Online Banking Services.

"**Mobile Device**" means a mobile phone, tablet or other Online equipment which connects to the Internet either through Wi-Fi or through a data plan furnished by a cellular carrier, and which contains an operating system, data plan, software and hardware supported by us now or in the future.

"**Mortgage Account**" means an Eligible Account secured by a lien on real estate (e.g., a mortgage or deed of trust) on a 1-4 family residential property or a mixed-use property. A Mortgage Account includes a closed-end mortgage loan, a home equity loan, and a home equity line of credit.

"**Mobile Banking**" means the mobile banking service that enables Customer to access certain financial services and products, and the functions now, or in the future, offered via Online Banking Services, using a Mobile Device. Not all Eligible Personal Accounts or financial services and products are accessible or available through Mobile Banking.

"**Mobile Deposit**" means the Mobile Deposit banking service that enables select Customers to deposit checks to an Eligible Personal Account in Online Banking Services using the Mobile Deposit application on their Mobile Devices. Not all Eligible Personal Accounts or financial services and products are accessible or available through Mobile Deposit. Mobile Deposit may also be referred to as **Remote Deposit Anywhere** in this Agreement.

"**Online Banking Services**" means the financial services and products and the functions available now or in the future in standard online banking (e.g., the ability to view balances, make internal transfers, check image and statement view, bill pay service, and the ability to pay Artisans' Bank loans). The term Online Banking Services includes both Online Banking for Personal use and Online Banking for Business use.

"**Personal Account**" means an Eligible Account owned by a natural person that is used primarily for personal, family or household purposes. A Personal Account may also be referred to as a "Consumer Account." The term "Consumer" means a natural person. The term Consumer does not mean a natural person as a representative or owner of a Business Account.

"**Remote Deposit Capture**" means the banking service that enables select Business Customers to deposit checks to their Eligible Business Accounts using a Remote Deposit Capture Scanner (including, software and equipment) provided by the Bank. Not all Eligible Business Accounts or financial services and products are accessible or available through Remote Deposit Capture. Remote Deposit Capture may also be referred to as RDC in this Agreement.

"**We**", "**us**", "**our**", "**Artisans**", and "**Artisans' Bank**" mean Artisans' Bank and the Customer's Eligible Accounts or other financial products or services that the Customer can access through Online Banking Services.

"**Website**" or "**Site**" means any current or future Internet website that Artisans' Bank makes available to you, and all related web pages or renderings, for offering Online Banking Services.

- 2. Accepting This Agreement.** When you or anyone you authorize agrees to this Agreement or enrolls in or uses an Online Banking Service, you agree to the "Introduction", "Preliminary General Provisions", "General Provisions for Online Banking Services", and (**as applicable based on the Online Banking Services in which you enroll in and/or which you use**) our Fee Schedules in effect at that time, plus any addendum to the prior noted sections, as well as those sections of the agreement or addendum that pertain to the Online Banking Services that you are enrolled in or are utilizing. Additionally, by your use of

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any Online Banking Service, you are also agreeing to the terms of Section J pertaining to Automatic Alerts.

The terms of this Agreement are subject to the terms, instructions and other information appearing in any Customer Guide(s). However, this Agreement will control if there are any irreconcilable conflicts between the terms of the Guides and this Agreement.

- 3. Eligible Accounts.** Access to Online Banking Services requires that you have at least one Eligible Account with us that, according to our records, is identified with your Social Security number or Taxpayer Identification Number and is a type of account that qualifies for Online Banking Services. For Consumers, that account and all other existing and future Eligible Accounts identified with your Social Security number or Taxpayer Identification Number will be automatically available to be accessed through your Online Banking Services relationship with us. For Consumers, Eligible Accounts that, in addition to your Social Security number, have other Social Security numbers identified with them (for example, joint checking accounts) will still qualify to be linked by you if you, acting alone, are authorized to access those accounts. For Businesses, some Eligible Accounts may be automatically accessible through Online Banking Services and, during Customer's enrollment or after Customer has enrolled, the Customer must specify the other accounts to be accessible through Online Banking Services.

Accessibility of Eligible Accounts may vary based on the Online Banking Services a Customer uses. Generally, no account owned in a fiduciary capacity or which requires two or more individuals acting jointly through signature or otherwise to initiate a transaction or transfer is eligible for Online Banking Services and Customer should notify us immediately if such an account appears as an Eligible Account. Customer understands, however, that if we receive an Instruction for such an account, we are authorized to honor the Instruction and Customer hereby releases us from any liability arising from honoring such Instruction. .

- 4. Other Agreements.** All Eligible Accounts linked to and/or accessed through Online Banking Services will continue to be subject to the agreements Customer has for such accounts. Customer should refer to those agreements and any applicable disclosures for any restrictions, fees or other terms and conditions relating to the use of such accounts, including any terms that may affect or be affected by the use of Online Banking Services. Concerning Online Banking Services, this Agreement will control if there are any irreconcilable conflicts between the terms of those agreements and this Agreement.
- 5. Fees.** There may be monthly or periodic fees or specific usage fees depending on which Online Banking Service you maintain and use. **For fee information, please refer to our Account Option and Fee Schedule for – Personal Accounts, Account Options and Fee Schedule for - Business and Non-Personal Deposit Accounts, and Cash Management Service Fees.** These fees are subject to change from time to time. Any fees for the Online Banking Services are in addition to any fees applicable to the Eligible Accounts under the corresponding account agreements and documentation.

For a Business customer who wishes to enroll in Cash Management Services, there may be additional fees when using online banking and upon signing an Agreement(s) for services and you would need to specify an eligible checking account from which fees for that service will be paid (**the "Billing Account"**) and Customer authorizes us to debit the Billing Account and, if there are insufficient funds in the Billing Account or if the Billing Account has been closed, any other account Customer has with Artisans' Bank (but not if such other account is a trust or other fiduciary account for which Customer serves as a fiduciary, individual retirement account, other tax-deferred retirement account or other account that receives special tax treatment). If Customer closes the Billing Account, the Customer must notify us and identify a new Billing Account. We may suspend or cancel Customer's access to Online Banking Services at any time without prior notice due to insufficient funds in Customer's Billing Account or if Customer closes the Billing Account and does not timely notify us of a new Billing Account. ). If payment is not made, in addition to our other remedies under applicable law and this Agreement, we may suspend or cancel access to Online Banking Services and/or exercise our right of offset (subject to applicable law) against any or all of Customer's property held by us in any capacity.

After such suspension or cancellation, Customer must call our Customer Service Department if Customer wishes to re-establish Online Banking Services.

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Upon our demand, Customer will pay any costs we incur in collecting fees or enforcing this Agreement, including reasonable attorneys' fees and disbursements.

- 6. Your Devices and Software.** To access Online Banking Services, you must have a Personal Computer or Mobile Device ("**Equipment**") with access to the Internet and software that is compatible with the Online Banking Website and allows you to browse the Internet through an Internet Service Provider (**the "Software"**). Your Software must include a currently supported and updated Internet browser that at least supports Secure Socket Layer with at least 128 bit encryption, JavaScript and enabled security features.

For some Online Banking Services, you will also need Software that permits you to receive, access and retain Portable Document Format or "PDF" files, such as a currently supported version of Adobe® Reader® (available for download at <http://www.adobe.com>). You must have and provide to us your email address. Your Equipment must support such Software requirements.

Specific Online Banking Services (e.g., Mobile Banking) may have different or additional requirements or recommendations as specified elsewhere in this Agreement. To access Mobile Banking, Customers must have a supported Mobile Device. It is your responsibility to maintain, at your expense, the Equipment (including Mobile Devices), Software, and access to the Internet necessary for Online Banking Services. We are not responsible for any Damages, including any errors or failures that may result, directly or indirectly, as a result of your use of any Online Banking Service from **(i)** any malfunction of your Equipment (including Mobile Device) or Software, or **(ii)** any computer virus, worm, Trojan horse, spyware or other malware; or **(iii)** use of any wireless Internet or mobile access. Subject to applicable law, we reserve the right to update, terminate, discontinue or change the Equipment (including Mobile Device) or Software necessary to access Online Banking Services.

We support the major releases of **Internet Explorer, Firefox, Safari and Chrome**. *Please note that utilizing older browsers may result in disabled functionality or limited access to services.*

The supported browsers are for use with the traditional online banking interface and devices (desktop/laptop), and do not apply to use with mobile devices (phones/tablets). If using a phone or tablet to access online banking outside of an app, functionality and appearance may vary from the traditional interface.

**Note:** It is not recommended to use Compatibility View with Internet Explorer, as the user experience is degraded.

- 7. Guides.** We may, at our discretion, provide Customers with informational Customer Guides. If we elect to provide you with customer guides, your use of Online Banking Services is subject to the Guides. We are not responsible for any Damages arising from Customer's failure to abide by the Guides or understand the terms of the Guides, including, without limitation, understanding the deadlines or conditions for processing Instructions or the restrictions or conditions with regard to information or data accessed via Online Banking Services. Terminology in the Guides may differ from this Agreement or other documentation with respect to Online Banking Services. In the event you have questions, contact our Customer Service Department for clarification.
- 8. Enrollment in Online Banking Services.** To enroll in Online Banking Services, we may prompt you for certain information to authenticate you. The authentication information may vary, and can include, for example; Card Data, Social Security number, account number, date of birth, and/or other personal or transactional information.

For Businesses, Artisans' Bank may rely on the Card Data from the Artisans' Bank Business Debit Card that has been issued to an individual at a Business to identify the individual using the Card Data or the authorized user of the Card (or as someone who has been delegated the rights of an authorized card user) with the power and authority to enroll in Online Banking Services and enter into this Agreement on behalf of the Business.. Furthermore, Artisans' Bank may require you to complete and submit additional

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agreements or documentation to enroll in certain Online Banking Services.

- 9. Access Codes.** The Passcode including User ID, Card date, and other authentication factors (e.g., a token for ACH and Wire Transfer Online Services) that we may require from time to time may collectively be called the ("**Access Codes**"). To gain access to Online Banking Services, you will need an access passcode ("**Password**"), user identification ("**User ID**") and other authentication factors that we may require from time to time. Your card data may also be required for authentication purposes.

The Passcode will be supplied to you by us, and upon enrollment you can change your User ID and/or Passcode at any time. We may require that you change any Passcode we provide to you. Passwords will **expire every 365 days**. If your Online Banking account has been inactive for six months or more, you may need to contact Artisans' Bank to reactivate it. After one year of inactivity, you may need to reestablish online banking access.

You agree to keep all Access Codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of Online Banking Services. To protect the security of your information and accounts, you agree to change your Passwords regularly and use Passwords that have strong security. You also agree to log out of Online Banking Services and close your browser or application session when you are finished using Online Banking Services.

For reasons of security, we may cancel your Access Codes at any time without notice. If you believe the secrecy of your User Name and Password has been compromised, you should call us at once and you should change your Password. All online communications and Instructions using these Access Codes will be deemed to be valid and authentic and we may act on such communications and Instructions. You also agree that those online communications will be given the same legal effect as written and signed paper communications.

In general, your Access Codes permit you to access all Eligible Accounts associated and compatible with Online Banking Services (including accounts you own individually and with others). If you co-own any account(s) with others, we strongly recommend that you do not share your Access Codes with your co-owner(s), as such sharing will enable the co-owner(s) to gain access to information on any account(s) you own individually. Every owner should obtain and use his/her own Access Codes.

In addition, for Business Accounts, the Administrator for the Business will select for each Authorized User, a User ID, and a Passcode. Issuance and re-issuance of certain Access Codes may require the Administrator to use additional authentication or security procedures that we establish from time to time.

If you believe that any of your Access Codes have been lost, stolen, or compromised or that any transaction involving any of your Eligible Accounts may have been made without your authorization, you should contact us immediately. We strongly recommend that you do so by telephoning us at the 1-800 or Customer Service Department number provided below in this Agreement because that is the best way of limiting your losses. In addition to notifying us, we also strongly recommend that you immediately change your User ID, Passcode, and any other Access Codes, as appropriate.

### **B. Online Banking, Internal Transfers and Bill Payment**

This section sets forth the terms and conditions specific to Online Banking services. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of the Artisans' Bank Online Banking Services Agreement. Your ability to perform Online Banking and Bill Payment functions may be limited by federal law or regulation. Please refer to your Loan and/or Deposit Account Disclosures for details of any limitations or restrictions. **For fee information, please refer to our Account Option and Fee Schedule for – Personal Accounts, and our Account Options and Fee Schedule for - Business and Non-Personal Deposit Accounts.** Online Banking services generally include the following features:

#### **1. Internal Transfers**

- a. Enrollment and General Information.** You may use the Online Banking service Internal Transfer

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function to transfer funds between Eligible Accounts at Artisans' Bank and to make Principal and Interest payments from Artisans' Bank deposit accounts to Artisans' Bank loans. Customers may also transfer advances from eligible Artisans' Bank lines of credit to an Eligible Account at Artisans' Bank.

You may use the internal transfer function to set up recurring transfers from one Eligible Account at Artisans' Bank to another (recurring transfers must be for the same amount). See the Guide for details and limitations on the acceptance and processing of your internal transfer Instructions. Any transfer of funds from a deposit account is subject to the availability of sufficient funds for withdrawal from that deposit account when the transfer is to be made.

Federal regulations limit the number of preauthorized online fund transfers and telephone transfers from money market deposit and savings accounts (**refer to our Truth in Savings Disclosure and Addendum**).

- b. For all Artisans' Bank real estate secured loan(s), we reserve the right to reject any Instruction to pay such loan(s) (including any recurring funds transfer Instruction) if such loan(s) is in default under the terms of the loan related documents.
- c. **Stopping a Transfer.** You can stop funds transfers using one of the following methods: (i) cancel your funds transfer Instruction using the Online Banking service internal transfer function before the cut-off time (9:00PM ET) and date you have scheduled the next recurring funds transfer; or (ii) telephone us **Monday through Friday 8:30 am to 4:30 pm at 1-800-282-8255** or send us a written request at Artisans' Bank, 2961 Centerville Road, Wilmington, DE 19808 in time for us to receive your request at least three (3) of our Business Days before the next recurring funds transfer. If you call, we may require you to confirm your request in writing and transmit it to us within 14 days after the date you called us.
- d. **Transfer Effective Date on non-Business Day.** Please note that if your transfer effective date falls on a non-Business Day, we may adjust the Withdrawal Date to the prior Business Day. Please make sure that your Available Balance is sufficient on the Withdrawal Date to accommodate such transaction(s).

**2. Account Balance and Transaction History.** You can use the Online Banking service to obtain balance and transaction history on Eligible Accounts. Various types of account balance and transaction history data is provided through Online Banking Services. For example, some data provided is real-time, while other data may be periodically updated through the day, or is prior day information. Information about a transaction posted to an Eligible Account will be available through the Online Banking service generally up to **90 days of balance summary and account transaction detail** will be available for all checking and savings accounts enrolled in Online Banking for Business.

Account balance and other information obtained through the Online Banking services (and through Mobile Banking) may not include transactions that you have made or authorized but that have not cleared, certain debit card transactions (including gratuities associated with such transactions), deposits you have made but that have not been credited, and other transactions that have been made but that have not yet been processed. For lending, balances indicated may not include all recent activity, including fees or other charges and may not represent a payoff balance. For payoff information on your account, please contact our Loan Operations Department.

**3. Online Account Information and Check Images.** You may use this service to view certain checks and other information online for certain Eligible Accounts. Please see Guide(s) for more detailed instructions and limitations on the availability of checks and other information for viewing via this service. Note that checks that have been presented for payment and that are accessible through this service may not actually be, or have been, paid, (e.g., for reasons such as non-sufficient funds in the account or the existence of an outstanding stop payment order concerning the check).



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- 4. Data Export.** You may export account information for use with your personal financial management software (e.g., Quicken® software) or other spreadsheet software (e.g., Microsoft Excel®) for up to 90 days of history. This service is limited to certain Eligible Accounts and may not be compatible with all versions of such Software. We reserve the right to change the file format or formats available for download on the Online Banking services at any time, without notice.

**We support the following Money Manager file download formats:**

Open Financial Exchange (.OFX)
Intuit Quicken (.QFX).
Intuit QuickBooks (.IIF)
Personal Finance (.QIF)
Spreadsheet (.CSV)
Word Processing (.TXT)

- 5. Bill Payments.** You may use the Online and/or Mobile Bill Pay service to make one-time, future-dated, and/or recurring bill payment transactions from an Eligible Checking Account Only.
- a. Enrollment.** Either during your enrollment or after you have enrolled in Online Banking services, you may enroll in the Online and/or Mobile Bill Pay service. To do so, you may be required to provide your Card Data or other authenticating information.
- b. Payment Instruction.** When you initiate a bill payment Instruction through Online and/or Mobile Bill Pay, you authorize us, or our agent, to withdraw the necessary funds from the specified eligible checking account. The Business Day your payment Instruction will be processed (i.e., the Business Day we debit your account for the payment and initiate or mail the payment) is called the "**Payment Date.**" Because of the time it takes to process and send a payment to a payee, there will be a delay between the Payment Date and the approximate date the payment to be delivered to the payee ("**Delivery By**") date. You can obtain an estimate of the number of Business Days it will take to process the payment by looking at the Payee List ("**Deliver By**") date. Add a new payee to your Payee List by clicking on the "**+ Payee**" button. To provide adequate time for payments to be received by a payee, the date you select as the Delivery Date must be no later than the date your payment is due, excluding any applicable grace periods.

**The cutoff time for entering a bill payment Instruction for file processing on a Business Day using our system is 3:00 PM ET.** When a payment Instruction is entered on our system after the cut-off time or on a non-Business Day, the Instruction will be considered received on the next Business Day.

We reserve the right to change our estimate of the number of Business Days it will take to process the payment for any payee at any time without notice to you. If your Payment Date falls on a non-Business Day, we may adjust the Payment Date to the prior Business Day. Please make sure that your Available Balance is sufficient on the prior Business Day to accommodate such transaction(s). We recommend that you frequently check the processing time estimates on the Payee List for your payees in order for you to be aware of the Payment Date for a payment Instruction. These estimates are for your convenience only and you must schedule your payments as set forth in this section in order to qualify for the payment guarantee in this Agreement.

Notwithstanding any other provision of this Agreement, it shall be your responsibility to schedule bill payments sufficiently in advance of the payment due date so that the payment can be received and processed by the payee before any such due date. We shall not be responsible for any late fees, interest charges, and penalties imposed by a payee if you did not schedule the payment to allow for the time it takes us to process the payment and for the payee to receive and process the payment.

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You agree that you will not initiate a payment unless there are, or will be, sufficient available funds in the specified Eligible Account (plus amounts available for transfer or advance from an overdraft protection plan if you have such a plan) on the Withdrawal Date.

If you do not have such funds available when we attempt to process the payment to your account on the Payment Date, Artisans' Bank, in its sole discretion, will either:

- i. Make the bill payment and debit your account on the Payment Date for the full payment amount; or
- ii. Not make the bill payment and not debit your account on the Payment Date and instead try to complete the payment Instruction on the next Business Day. If there are still insufficient funds available at this second attempt, Artisans' Bank, in its sole discretion, will either (a) cancel the bill payment, which means that your payment will not be made; or (b) make the bill payment and debit your account for the full payment amount. Artisans' Bank will notify you via Internal Online Messaging, email and/or U.S. mail if your payment does not process on the Payment Date and also if your payment does not process on the second attempt.

**Important Notes on Fees:** If, in any case, a bill payment that we process is covered with funds from your overdraft protection plan, the terms of that plan, including applicable overdraft transfer sweep fees and/or other fees, will apply. If, in any case, a bill payment we process overdraws your deposit account and is not covered by an overdraft protection plan, you will be charged any applicable overdraft fees and/or other fees.

- c. **Limitations on Payments.** You agree that you will not use Online and/or Mobile Bill Pay to make payments: (i) to payees located outside the United States; (ii) to taxing authorities or other governmental entities; (iii) required under court order (e.g., child support); or (iv) in connection with any unlawful activity or purpose. If you use Online and/or Mobile Bill Pay to make governmental or court-ordered payments, we shall not be responsible for any penalties, interest, late fees or other similar amounts you may be assessed as a result of delays in the delivery, or the non-delivery of the payment, or the delayed or improper crediting of the payment. We reserve the right to refuse to make a payment to a particular payee or categories of payees through the Online and/or Mobile Bill Pay service.
  - d. **Incomplete Payments.** Payments will be made either by a check, or electronic by online transfer, depending on arrangements with the payee. If a payee fails to cash a check within the time period we establish for cashing checks or if the payment is rejected as an online transfer, we will thereafter credit your account from which the payment was initially debited in the amount of the original payment Instruction (without interest).
  - e. **Canceling Payments.** You can change any payment instruction through the Online and/or Mobile Bill Pay service by using the "**Edit**" option or cancel any payment instructions using the "**Delete**" option listed under the Payee screen. Edits and/or Deletions initiated using the edit/delete options must be received on or before the cut-off time on the scheduled processing date. The approximate Payment Date for a specific payment is listed in the "**Deliver By:**" field. Once the withdrawal has been made from the specified account on a Withdrawal Date, it will not be possible to stop that payment from being made.
- For recurring payment Instructions, you can stop the recurring payment using one of the following methods: (i) cancel the payment Instruction using the "**Delete**" option on the Payee screen or (ii) telephone or send us written request in time for us to receive the request at least three (3) Business Days before the next Payment Date. If you call, we may require you to confirm your request in writing and get it to us within 14 days after the date you called us.
- f. **No Duty to Monitor Payments.** Artisans' Bank does not have any duty to you to monitor the payments that are made through Online and/or Mobile Bill Pay.

- g. Bill Pay Guarantee.** We will cover up to \$50 in late fees if a payment using Online and/or Mobile Bill Pay is late and you (i) scheduled the payment sufficiently in advance of the payment due date (see above sub-section b) to allow for the payment to be processed and sent by us, and (ii) the date you selected as the Delivery Date was no later than the date your payment was due, excluding any applicable grace periods.
- h.** Delivery timeframes are noted for each payee, indicated as "**Deliver By:**" in your payee list – generally two or four Business Days. Further, your payment must be scheduled according to the requirements set forth in this Agreement and you must have sufficient available funds in your account. The maximum late fee payable under this guarantee is \$50 per late payment. In the event your payee does not receive payment on time and charges you a late fee, contact Online Banking Support Monday through Friday 8:30 am to 4:30 pm at 1-800-282-8255. We reserve the right to discontinue the Bill Pay Guarantee at our discretion at any time.

### 6. Fees

While Online Banking and Bill Payment are free services, there may be fees and charges associated with optionally selected Online Banking Services. You need not utilize these optional services to set up and execute Online Banking or Bill Payment. Fees and charges may be changed at our sole discretion and you will receive advanced notice of any changes in accordance with applicable law. Your continued use of Online Banking and Bill Payment documents your consent to these changes. There may also be fees and charges associated with the Eligible Accounts you maintain with Artisans' Bank. Please see your Account Agreement for these details. You are responsible for any and all fees assessed by your telephone company, wireless carrier, internet service provider or any other third party you engage.

### c. Bank to Bank Transfer (for Personal Accounts)

This section sets forth the terms and conditions specific to the Bank to Bank Transfer service for Personal Accounts. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of the Artisans' Bank Online Banking Services Agreement. The Bank to Bank Transfer service for Personal Accounts allows you to request that we initiate an online fund transfer from a personal account held in your name at another financial institution (**the "External Bank Account"**) to one of your Eligible Accounts (checking or savings accounts) held at Artisans' Bank that is qualified for the Bank to Bank Transfer service (**"Bank to Bank Eligible Accounts"**). The Bank to Bank Transfer service for Personal Accounts also allows you to request that we initiate an online fund transfer from one of your Bank to Bank Eligible Accounts to one of your External Bank Accounts. Not all Personal Accounts are eligible for the Bank to Bank Transfer service. The External Bank Account used in the Bank to Bank Transfer service must be in the United States of America. The Bank to Bank Transfer service cannot be used to send or receive funds to business accounts, nor can it be used to transfer funds to third parties or to or from an account that is held or owned solely by a person other than you.

As used herein, a "**Transfer Instruction**" is an Instruction you provide to us through the Bank to Bank Transfer service to request that we complete an online fund transfer from an External Bank Account to your Bank to Bank Eligible Account held at Artisans' Bank, or from a Bank to Bank Eligible Account at Artisans' Bank to an External Bank Account.

- 1. Authorization to Complete a Bank to Bank Transfer.** By logging into Online Banking services and providing a Transfer Instruction, you authorize us (including our service providers), to initiate online debits and credits (**"referred to as "funds transfer(s)"** herein) to and from your Bank to Bank Eligible Account(s) and External Bank Account(s) in order to process your Transfer Instruction.

Further, you also authorize us to correct any error and to make adjustments when a funds transfer is returned, reversed or cannot be completed. You authorize us to make such corrections and adjustments by initiating online debits or credits to and from your Bank to Bank Eligible Account(s) and External Bank Account(s) and by debiting any other account you have at Artisans' Bank (but not if such account is a trust account, individual retirement account, other tax-deferred retirement account or other account that receives

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special tax treatment) if the erroneous, returned, reversed or incomplete transfer cannot be fully corrected or adjusted by debiting your Bank to Bank Eligible Account(s) or External Bank Account(s). This authorization shall survive termination of your Bank to Bank Transfer service.

You represent and warrant to us that: **(a)** you are an owner of both the Bank to Bank Eligible Account(s) at Artisans' Bank and the External Bank Account(s); **(b)** you have all necessary authority and rights to register for the Bank to Bank Transfer service and to initiate funds transfers to and from the Bank to Bank Eligible Account(s) at Artisans' Bank and the External Bank Account(s);

You are an individual Consumer and the Bank to Bank Eligible Account(s) and External Bank Account(s) are held and used by you solely for personal, family or household purposes, and are not held or used in connection with any Business enterprise; and **(d)** you will not use the Bank to Bank Transfer service for any purpose or activity that is in violation of any federal or state law, rule, statute or regulation, including the rules of any payment system used to process your Transfer Instruction.

Artisans' Bank and the financial institution(s) holding the External Bank Account(s) may rely on the representations and the authorizations provided by you in the Agreement without investigation. We will use the Automated Clearing House ("**ACH**") network in order to initiate the online debits and credits to your Bank to Bank Eligible Account and the External Bank Account to process a Transfer Instruction. We may use other methods to process a Transfer Instruction, including a book transfer or wire transfer.

We make no representation or warranty to you that the financial institution that holds the External Bank Account will properly credit or debit funds arising from an incoming or outgoing funds transfer to or from your External Bank Account or will honor any Instruction to credit or debit your External Bank Account.

- 2. Processing of Bank to Bank Transfers.** We will process Bank to Bank Transfer Instructions received before the cut-off time specified in Section 4 below on the same Business Day. Transfer Instructions that are received on a holiday or non-Business Day or after the time specified in Section 4 below on a Business Day will be processed the next Business Day.

We have no obligation to complete a Transfer Instruction if **(i)** there are insufficient available funds in your Bank to Bank Eligible Account at Artisans' Bank to complete the requested funds transfer to the External Bank Account, **(ii)** the ACH debit to the External Bank Account to fund a funds transfer is not processed or is returned for any reason by the financial institution holding the External Bank Account; **(iii)** the Transfer Instruction exceeds any dollar or frequency limitation placed on funds transfers by us; **(iv)** Artisans' Bank or the financial institution holding the External Bank Account imposes any restriction, hold or limitation that would prevent the execution of the Transfer Instruction; or **(v)** we have any reason, in our sole discretion, to believe that processing the Transfer Instruction could expose us to a loss of any kind, including any Damages. We are not responsible for actions taken by the financial institution that holds your External Bank Account, and we are not responsible if the financial institution does not properly credit or debit a funds transfer to or from your External Bank Account.

It is your responsibility to monitor your Bank to Bank Eligible Accounts through Online Banking, the Bank to Bank Transfer page, and your External Bank Accounts to determine if your Transfer Instruction has been processed.

- 3. Reliance on Your Instructions.** We are not responsible for detecting any errors in a Transfer Instruction requested by you through the Bank to Bank Transfer service. You are responsible for the content of any Transfer Instruction, and we may rely upon the information you provide to us when processing the Transfer Instruction. We may rely solely on the account numbers and bank identifying numbers that you provide to us for identifying your External Bank Account(s) and financial institution(s) holding such accounts, regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your funds transfers have no responsibility to identify or investigate any discrepancy between names and account numbers.
- 4. Types and Limitations on Bank to Bank Transfers.** When you request that we process a Bank to Bank Transfer Instruction using the Bank to Bank Transfer service, we will generally transmit any Transfer Instruction you submit prior to **6:30PM ET** on the same Business Day. Any Bank to Bank transfer instruction

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transmitted **after 6:30PM ET on a business day or on a non-Business Day** may be considered by us as received on the next Business Day.

The maximum Bank to Bank transfer and aggregate dollar amounts of Transfer Instructions we will process for you through the Bank to Bank Transfer service per Business Day are as follows:

### Inbound Transfers

Daily Inbound Transfers	<input type="text" value="3"/>
Daily Inbound Amount (dollars)	<input type="text" value="5000.00"/>

### Outbound Transfers

Daily Outbound Transfers	<input type="text" value="3"/>
Daily Outbound Amount (dollars)	<input type="text" value="5000.00"/>

Each of these separate limits applies to the aggregate of each type of transfer to or from all of the Bank to Bank Eligible Accounts associated with your Online Banking account. We may decline to process, or delay processing of, any or all of your Transfer Instructions at any time if we, in our sole discretion, are concerned that the requested transfer may be unauthorized or otherwise improper or inappropriate.

In the event we decline to process, or delay processing, any Transfer Instruction: **(i)** we may, but have no obligation to, notify you via email, and **(ii)** we shall have no liability to you for any Damages of any kind associated with the declined or delayed Transfer Instruction. We may change the limitations set forth herein at any time by posting new limits on the Website.

Federal regulations limit the number of online fund transfers from money market deposit and savings accounts. Each transfer from a savings or money market account at Artisans' Bank using the Bank to Bank Transfer service is counted as one of the limited transfers you are permitted for each calendar month.

- 5. Cancellation of Requested Bank to Bank Transfer.** You may request a cancellation of a Transfer Instruction that you have previously requested through the Bank to Bank Transfer service if the Transfer Instruction has not been processed. We will take reasonable steps to act on your cancellation requests, but we shall not be responsible if we are unable to cancel a Transfer Instruction because we did not have sufficient time to act on the cancellation request. You can stop a scheduled or recurring transfer using one of the following methods: **(i)** cancel the payment Instruction on the "**Pending/Delete**" screen within the Bank to Bank Transfer service, or **(ii)** telephone or send us written request in time for us to receive the request at least three (3) Business Days before the next Withdrawal Date. If you call, we may require you to confirm your request in writing and transmit it to us within 14 days after the date you called us.
- 6. Verification of Identity and Account Ownership.** When you register for the Bank to Bank Transfer service, you authorize us to obtain information from any financial institutions holding your External Bank Accounts in order to confirm your access to and/or ownership of the External Bank Accounts. You also authorize us to request information regarding you and your External Bank Accounts from other third party sources to verify your identity, account ownership, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as necessary to provide the Bank to Bank Transfer service to you. We are under no obligation to you or any other person to verify or confirm your registration information or your ownership of the External Bank Accounts or to confirm that the Bank to Bank Eligible Accounts at Artisans' Bank and the External Bank Accounts are held in the same name and/or legal capacity. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other financial institutions and you agree to not misrepresent your identity or your account information.

You must verify your control and authority to access the External Bank Accounts through the account

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verification methods specified in the Bank to Bank Transfer service portion of the Website and listed below:

**Deposit Verification.** By using the Deposit Verification Service, you authorize us to make a micro-deposit (less than \$1.00) to the External Bank Account specified by you. You will thereafter login to the Artisans' Bank online banking website within 30-days and verify to us the amounts of each micro-deposit made to the External Bank Account.

- 7. Fees:** Outgoing online banking Bank to Bank Transfers are **\$3.00** per transfer. There is no cost for Incoming online banking Bank to Bank Transfers.

### D. Online Check Search and Stop Payment

This section sets forth the terms and conditions specific to the Online Check Search and Stop Payment service regarding checks you have written. This service excludes electronic payments made via Online and Mobile Bill Pay. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of the Artisans' Bank Online Banking Services Agreement. You may use the Online Check Search and Stop Payment service to search for the status of checks you have written and place stop payments on checks you have written that have not cleared.

You will be charged a stop payment fee under the terms of your Eligible Account on which the check was drawn. Before placing your stop payment, verify the check(s) has (have) not cleared your account. You understand that Artisans' Bank is unable to stop payment on checks and other items that have already been paid before Artisans' Bank has received and had a reasonable time to act on a stop payment order. In addition to the check number, we may require you to supply the following information when you request a stop payment: the number of the account on which the check is drawn, the amount of the check, the date of the check, the name of the payee, and the reason for stopping payment. Please see the Guide for more detailed instructions and limitations. Stop Payments will be in effect for 6 months. A verification form may be required. We do not guarantee the ability to cancel or stop any payment.

### E. E-Statements and Notices

You may use Online Banking to enroll in E-Statements. This section sets forth the terms and conditions specific to the E-Statements and Notices service. By enrolling in this service, you agree to be legally bound by this section as well as the other applicable terms of the Artisans' Bank Online Banking Services Agreement. The E-Statements and Notices service is an option by which you may obtain eDocuments electronically for viewing, printing and downloading, rather than receiving such documents from us in paper form.

#### 1. Enrollment

You can elect to have statements for Eligible Accounts delivered online in one of the following ways:

- a. During Online Banking enrollment, you will be presented the option to receive E-Statements and notices online for all of your Eligible Accounts. Please note that if you check the prompt to receive statements and notices online your election for online delivery (rather than paper) will apply to all of your Eligible Accounts that you have selected.
- b. If you do not elect to receive E-Statements and notices online during the Online Banking enrollment process, you can make this election within Online Banking Services after your enrollment. Please note that if you check the prompt to receive E-Statements and notices online during this process, this election will apply to all of your Eligible Accounts that you have selected.
- c. Note that once you elect to receive E-Statements and notices online for all Eligible Accounts, you may change your election for one or more of your Eligible Accounts in the **e-Statement/Documents and**

**Settings** page within Online Banking Services. For example, you may change your election for a specific Eligible Account(s) from online delivery to paper delivery or from paper to Online. Please see sub-section 3. Changing Statement Online Delivery Option, below, for information on changing your elections.

The availability of certain eDocuments may be limited in certain jurisdictions and by applicable law. Information about the current types of Eligible Accounts and eDocuments that are available through the E-Statements and Notices service is available in the Guides.

**Note:** If you choose online delivery for statements for an account, we may also send account related change-in-terms notices and other disclosures electronically.

Anytime, as described above, you enroll in the E-Statements and Notices service (and/or adjust the Eligible Account(s) for which you will be receiving eDocuments from us electronically or in paper form), you hereby confirm that you, (i) have the Equipment and Software necessary to allow you to receive electronically, view, print and/or save the eDocuments, including Software that permits you to receive, access and retain "PDF" files (ii) have a valid email address at which to receive your eDocuments and/or notice that your eDocuments are available for you at the Website; and (iii) agree to discontinue receipt of checks or printed images of canceled checks, if, prior to agreeing to receive your statements electronically, you received checks or printed images of canceled checks with your account statement.

### 2. Accessing your Online Statements and Disclosures.

Once the E-Statements and Notices service takes effect for eDocuments, whenever any eDocument is made available to you at the Website, we may send to the primary email address you have provided to us for use with E-Statements and Notices service a notice that the eDocument is available to you via Online Banking Services at the Bank's Website. Not all eDocuments may be eligible for this notice.

1. We recommend that you print and/or save copies of your statements and other eDocuments as they become available. Please note that upon Eligible Account closure, eDocuments will no longer be available at the Website.

Except when applicable law requires otherwise, the notice we send to your primary email address will be the only notice to you about the availability of the eDocument at the Website. You acknowledge that availability of the eDocument on the website or delivery of the notice will constitute delivery of the eDocument whether or not you view or print such eDocument. The first time an email notice is returned to us as undeliverable, we will send you a letter advising that an eDocument is available and that we were unable to deliver your email notice, and asking you to provide us with a new email address for use with E-Statements and Notices service. For subsequent instances, we may send you a secure internal message within Online Banking Services advising that an eDocument is available and that we were unable to deliver your email notice, and asking you to provide us with a new email address for use with the E-Statements and Notices service.

3. **Periodic Statements and Online Transaction History.** You may view online statements for only those types of accounts for which this service is available. You may also view images of the checks and deposit slips for your online accounts. The Online Banking system maintains a maximum of **90 days** of transaction history for QuickBooks download and **18 months** of e-Statements. If you need to review transactions older than 18-months, you can request a copy of your Monthly Statements by contacting Customer Service.
4. **Changing Statement or Online Disclosure Delivery Option.** At any time, you can change your delivery preference (that is, online delivery or paper delivery) for an e-Document that you have enrolled in the E-Statements service. This update feature is available by going to the Online Banking **e-Statements Documents and Settings** tab. When you change your delivery option, the change will take effect in your next statement cycle, or when the next document or notice would be sent. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen.
5. **Email Address.** It is your responsibility to notify us of any change in the email address to be used for you with the E-Statement service.

- 6. Paper Copies.** At any time after you enroll in the E-Statement service, we may discontinue mailing paper copies of e-Documents. For as long as we are required by applicable law to keep a copy of any e-Document, you may request a paper copy of such e-Document by contacting us at Customer Service. You must pay us any applicable charge for the paper copy. Your request for the paper copy will not constitute a request to cancel E-Statements service or a request to discontinue receipt of e-Documents. Even if we discontinue sending you paper copies of e-Documents, we may (but shall have no duty to) resume sending them at any time for any reason, including, but not limited to, because we believe that you are not receiving notices that an e-Document is available to you at the Website or because we believe that a change in Equipment or Software required for E-Statement delivery service creates a risk that you may not be able to receive Electronically, view and retain e-Documents .
- 7. Termination of Enrollment.** We may terminate your enrollment in the E-Statements and Notices service at any time, without notice to you. The termination will take effect when we specify. You may terminate your enrollment in the E-Statements and Notices service within Online Banking, or by notifying us via phone or by mail. The termination will not take effect until we have had a reasonable time to act on your notice, which can be as long as 60 days. Any termination of your enrollment in the E-Statements and Notices service **(i)** may be effective for all Eligible Accounts, or for select accounts; and **(ii)** will not affect the validity or legal effect of any eDocument provided to you at the Website prior to the effective date of such termination.
- 8. Joint Account.** If any Eligible Account is a joint account, any holder of that Eligible Account may enroll in or terminate enrollment in the E-Statements and Notices service. All joint account holders of any Eligible Account will be bound by the enrollment or termination of enrollment by any account holder.
- 9. Combined Statements.** All accounts that are part of a combined statement mailing must be delivered in the same fashion. Requesting that a single account within a combined statement be changed to another delivery format will result in all accounts within that statement being sent in the same format. If accounts that are part of a combined statement mailing are not entirely or partially owned by the person enrolling in the E-Statements and Notices service, we will not discontinue delivery of paper statements and the delivery settings will be set to paper and online.
- 10. Fees.** Artisans' Bank does not charge a fee to enroll in the E-Statements and Notices service, or to change your election from paper to online delivery. *If you change your election from online to paper delivery you will begin to be charged a \$2.00 paper-statement fee per month per statement.* Whether there are charges for online statements and/or paper statements is based on the applicable Eligible Account agreements and the applicable Eligible Account-related fee schedules. Please refer to such documentation for details.

### F. Mobile Banking

**Mobile Banking.** This section sets forth the terms and conditions specific to Mobile Banking services. By downloading the Artisans' Bank Mobile App or using Mobile Banking, you agree to be legally bound by this section as well as the other applicable terms of the Artisans' Bank Online Services Agreement. After you have enrolled your device and accounts in our Online Banking services, you can use Mobile Banking to access some financial services and products and the functions from Online Banking using a supported Mobile Device. Not all Eligible Accounts are accessible through Mobile Banking. To use Mobile Banking, you must have a supported Mobile Device and the Artisans' Bank Mobile App.

- 1. Artisans' Bank Mobile App.** The Artisans' Bank Mobile App allows you to access certain Eligible Account information and make transfers between Eligible Accounts. In addition, you can access additional services that you are enrolled in, such as Online and Mobile Bill Pay and Mobile Deposit. To use the Artisans' Bank Mobile App, you must have a supported Mobile Device and download the Artisans' Bank Mobile application to it.
- 2. Notices Applicable to Mobile Banking.** **YOU AGREE THAT THERE ARE RISKS ASSOCIATED WITH USING A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT, COMPROMISE, OR LOSS OF THE MOBILE DEVICE, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.** For this reason, you should consider password



protecting your Mobile Device and/or taking additional security precautions with your phone. In the event of the loss, theft, compromise of, or destruction of your Mobile Device which has the Artisans' Bank Mobile App, you should immediately **(i)** reset your Online Banking Passcode and **(ii)** notify your wireless carrier to disable wireless telecommunications service (voice and data) from your lost or stolen Mobile Device. You agree not to use any personally identifiable information (including User ID, passcode or full account number) when creating nicknames for your Eligible Accounts. You agree that Artisans' Bank cannot guarantee and is not responsible for the availability of the data services provided by your mobile carrier, and that service may not be available from time to time.

Use of Mobile Banking is subject to the directions, limitations and requirements described in Guides. At any time and without notice, Artisans' Bank reserves the right to: **(i)** terminate its support of any Mobile Device, operating system or mobile carrier; **(ii)** remove or modify the types of accounts, features and functionality available through Mobile Banking; and **(iii)** modify any security procedures or requirements Artisans' Bank requires to gain access to Mobile Banking.

- 3. Fees.** Artisans' Bank does not currently charge a fee for Mobile Banking. However, you are responsible for any data or text message charges or other fees you may incur that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

### G. Mobile Deposits

This section sets forth the terms and conditions specific to Artisans' Bank's Mobile Deposit (**aka "Remote Deposit Anywhere"**) service. By enrolling in or using Mobile Deposit, you agree to be legally bound by this section as well as the other applicable terms of the Artisans' Bank Online Banking Services Agreement. Mobile Deposit allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile check deposits ("**Eligible Deposit Accounts**") via an application (**the "App"**) installed on your supported mobile device. The App is considered part of the Mobile Deposit. All items received through Mobile Deposit will be treated as deposits of checks under the applicable deposit account agreement.

- 1. Miscellaneous.** If there is a conflict between other provisions of the Artisans' Bank Online Banking Services Agreement and this section, this section shall control concerning the Mobile Deposit. If any portion of this section is deemed invalid or unenforceable, the remaining portions shall remain in force.
- 2. Fee.** You agree to pay us a fee for the service as set forth in our fee schedule and as may be changed from time to time. **Note:** There may be a returned item fee if a deposited item is returned for any reason. See applicable account agreement for details.
- 3. Equipment.** To use Mobile Deposit, you must have (at your expense) a supported mobile device (e.g., Apple and Android phones and tablets, etc.) with a supported camera and a supported operating system, have a data plan or otherwise be able to access the Internet through your mobile device, and download the App to your mobile device (**collectively, the " Mobile Device"**). One of the following mobile devices is required in order to make Mobile Deposits: *Apple iOS 12, Apple iOS X 11, Apple iOS XS 12, Android phone (Lollipop, Marshmallow, Nougat, Pie and Oreo versions) and Windows Phone 7* . We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit.
- 4. Limitations.** When using Mobile Deposit, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting Damages that you may incur. For security reasons, Mobile Deposit has qualification requirements and we reserve the right to change the requirements at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of mobile devices through which you may access Mobile Deposit.

The Artisans' Bank Mobile Deposit Check Limit for 1<sup>st</sup>-Time Mobile Deposit Users is set at \$100.00 and One (1) Deposit daily. After initial review and your account relationship status is in good standing your daily

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deposit limit may be set at our discretion to a single check and/or daily deposit limit of \$3,000.00 with a maximum of 5-Deposits daily; and a monthly deposit limit of \$6,000.00 and 20-Deposits per month. You understand and agree that Artisans' Bank reserves the right to change any and all limits per account holder and/or per account for whatever reason and at any time.

### 5. Eligible Checks and Items.

You agree **(i)** to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("**REG CC**") and only those checks that are permissible under this section or such other items as we, in our sole discretion, elect to include under Mobile Deposit; **(ii)** that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code; and **(iii)** that you will not use Mobile Deposit to scan and deposit any of the following checks or other items:

- a. **Checks or items payable to any person or entity other than you, or to you and another party.**
- b. **Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.**
- c. **Checks or items previously converted to a substitute check, as defined in REG CC.**
- d. **Checks or items that are remotely created checks defined in REG CC or other remotely created items.**
- e. **International checks (Checks draw on financial institutions located outside the United State),, U.S. savings bonds, U.S. postal money orders, MoneyGram, remotely created checks (whether in paper form or electronically created), convenience checks (checks drawn against a line of credit), and cash are not eligible for Mobile Deposit.**
- f. **Checks or items not payable in United States currency.**
- g. **Checks or items dated more than 6 months prior to the date of deposit.**
- h. **Checks or items on which a stop payment order has been issued or for which there are insufficient funds.**
- i. **Checks or items that were previously returned unpaid.**
- j. **Checks or items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Mobile Deposit Account.**

Nothing in this section should be construed as requiring Artisans' Bank to accept any check or item for deposit, even if Artisans' Bank has accepted that type of check or item previously. Nor shall Artisans' Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this section.

- 6. Security of Your Mobile Device and Account Information.** You are responsible for **(i)** maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Mobile Deposit App (**collectively, "Mobile Deposit Access Information"**), and **(ii)** preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Mobile Deposit (**collectively, "Account Information"**). You agree not to supply your Mobile Deposit Access Information to anyone. You will be responsible for all online communications, including image transmissions, email and other data (referred to in Mobile Deposit section as "**Communications**") entered using the Mobile Deposit Access Information.

Any Communications received through the use of the Mobile Deposit Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft

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or unauthorized use of any Mobile Deposit Access Information, including your Mobile Devices. We reserve the right to deny you access to Mobile Deposit (or any part thereof) if we believe that any loss, theft or unauthorized use of Mobile Deposit Access Information has occurred.

- 7. Image Quality.** The image of a check or item transmitted to Artisans' Bank using Mobile Deposit must be clear and legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, any regulatory agency, any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any Damages resulting from the poor image quality of a check or other item, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**If the mobile app is not accepting the image of a check:**

- a. Take photo against a background with a strong contrast between the check and surrounding area.
  - b. Position the camera above the check so there is no angle.
  - c. Move any objects that show up in the picture away from the check.
  - d. Make sure the check is visible, contains all four corners, is well lit and in focus.
  - e. The check must contain a readable check number, payee name and endorsement along with the words, "For Mobile Deposit Only with Artisans Bank".
  - f. The check must contain a readable MICR line at the bottom of the check.
  - g. The check must contain a readable character (numeric) amount of the check and legal (written) amount of the check.
  - h. The check must be payable in U.S. funds and drawn on an institution within the United States.
- 8. Endorsements and Procedures.** Before transmission, you agree to restrictively endorse any check or item transmitted through Mobile Deposit with the *payee name, followed by the words, "For Mobile Deposit Only with Artisans' Bank"*, and your Artisans' Bank account number, or as otherwise instructed by Artisans' Bank. All endorsements must be in either blue or black ink. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through Mobile Deposit.

- 9. Receipt of Checks and Items; Crediting.** We reserve the right to reject any check or item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this section or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from Artisans' Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

As provided in the deposit agreement governing your account and the applicable Artisans' Bank funds availability policy, Mobile Deposits submitted during the deposit hours of **9:00 A.M. ET – 4:00 P.M. ET (the "Cutoff Times")** on a Business Day are normally credited on the same day. You agree and understand that Deposits made outside the normal mobile deposit hours on a business day (excluding Weekends, Federal Holidays and Bank Closings) will typically be made available and deposited to your account(s) at our discretion. You also agree and understand that all Mobile Deposits submitted by you and received by us *may be subject to review, holds, suspension, and/or rejection*. Artisans' Bank may establish later Cutoff Times for checks and items deposited via Mobile Deposit, crediting your Mobile Deposit Account for

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such checks and items even if received and accepted after the applicable Cutoff Time. In the event that Artisans' Bank establishes later Cutoff Times for checks and items deposited via Mobile Deposit, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether Artisans' Bank establishes later Cutoff Times for checks and items deposited via Mobile Deposit, you understand and agree that checks and items must be received and approved by Artisans' Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous, and must not have been suspended and/or declined by us to be eligible for same-day crediting.

**10. Availability of Funds.** Deposits may not be available for immediate withdrawal.

For Personal Accounts, we will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit according to our **Funds Availability Policy** for your Deposit Account(s). For more information, see your account disclosures.

If your Mobile Deposit Account is in a business or commercial product, checks and other items received, accepted, and successfully processed through Mobile Deposit are not subject to the Funds Availability Policy for your Business Account(s), and you may receive less favorable funds availability (e.g., availability delayed an additional business day(s)).

**11. Temporary Retention and Disposal of Transmitted Checks and Items.** You agree never to represent to us or any other party or financial institution a check or item that has been deposited through Mobile Deposit unless we notify you that the check or item has not been accepted/approved for deposit through Mobile Deposit. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to Artisans' Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for Artisans' Bank audit purposes. You agree to safeguard and keep the original item for at least **14 calendar days** after you have deposited and transmitted the item.

*You shall consult your legal counsel on the appropriate retention timeframe exceeding 14 (fourteen) calendar days for original paper items based on your requirements.* You agree to securely destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit and have cleared to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items. Business Customers shall create and maintain written policies and procedures for the safe and secure retention and subsequent destruction of the original paper Items and/or copies of such items.

**12. Deposit Limits.** For security reasons, we reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using Mobile Deposit. Such limits are subject to change without notice at Artisans' Bank discretion. If you are enrolled in Mobile Deposit, you may check your current limit by logging in to the Mobile Banking app or by selecting Mobile Deposit under the Services menu within Online Banking.

**13. Presentment.** The manner in which the checks and items are approved, denied, cleared, presented (or represented) for payment, and collected shall be in Artisans' Bank sole discretion as set forth in the relevant deposit account agreement governing your Mobile Deposit Account.

**14. Promises You Make to Us; Indemnity.** You warrant to Artisans' Bank that:

- a. You will only transmit eligible checks and items that you are entitled to enforce; all checks and items will include all signatures required for their negotiation.
- b. Images will meet Artisans' Bank image quality standards in effect from time to time.
- c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit, represent, or otherwise transfer or negotiate the original check or item with Artisans' Bank or any other party.

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- e. All information you provide to Artisans' Bank is accurate and true, including that all images transmitted to Artisans' Bank accurately reflect the front and back of the check or item at the time it was scanned.
- f. You will comply with this section and all applicable rules, laws and regulations.
- g. You will use Mobile Deposit only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party.
- h. You will only use Mobile Deposit in locations in which use of Mobile Deposit is permitted.

You agree to indemnify and hold harmless Artisans' Bank from any loss for breach of this warranty provision or the terms of this section.

**15. Changes to Mobile Deposit.** We reserve the right to terminate, modify, add and remove features from Mobile Deposit at any time in our sole discretion. You may reject changes by discontinuing use of Mobile Deposit. Your continued use of Mobile Deposit will constitute your acceptance of and agreement to such changes. Maintenance to Mobile Deposit may be performed from time to time resulting in interrupted service, delays or errors in Mobile Deposit and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**16. Ownership and License.** You agree that Artisans' Bank retains all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of Mobile Deposit, including the App.

You may use Mobile Deposit only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Deposit. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of Mobile Deposit, in any manner contrary to the terms of this section, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

**17. Questions.** In case of questions or errors:

Telephone us Monday-Friday 8:30PM to 4:30 PM at:  
**1-800-282-8255**

Write us at Artisans' Bank, 2961 Centerville Road, Wilmington, DE 19808 or  
Communicate with us via Online Banking ("**Contact Us/New**") Messaging.

### H. Alerts Service

**Alerts Service.** This section sets forth the terms and conditions specific to the Alerts Service. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of the Artisans' Bank Online Banking Services Agreement. By use of any Online Banking Service, you are also agreeing to the terms of this section pertaining to Automatic Alerts. *Through the Online Banking services, we offer Automatic Alerts and Optional Alerts as described below.*

**1. Automatic Alerts:** We automatically provide certain types of alerts ("**Automatic Alerts**") to customers enrolled in Online Banking services (for example, security alerts). Automatic Alerts are notifications sent to you following certain types of important account activities or when certain changes are made to Online Banking Services, Eligible Accounts, or related information (for example, a change in your email address, user ID, passcode, or irregular or otherwise potentially suspicious transactions using a card or Card Data associated with your Eligible Account). We send these types of alerts to you automatically. You do not need to enroll in or activate these Automatic Alerts.

**2. Optional Alerts (for Personal Accounts):** We also offer certain optional alerts in which you may enroll ("**Optional Alerts**"). You can choose which Optional Alerts you wish to receive and are responsible for

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determining the variable criteria and options that govern each alert. We have no obligation to review or verify the criteria or options you set for any Optional Alert. If you wish, you can enable or disable an Optional Alert or modify any variable criteria or options for an Optional Alert from time to time.

- 3. Terms Applicable to All Alerts:** Although we offer many types of alerts, we do not provide alerts for every type of transaction or situation arising with respect to Eligible Accounts, your security or your online or mobile banking. For example, alerts for approved and declined card transactions cover only certain card purchases and withdrawals, not transfers made using a card. We may add new Automatic Alerts or Optional Alerts from time to time, or modify or cancel the availability of certain types of existing alerts. We will generally notify you when we modify or cancel alerts, but we do not have to do so. Please note that not all alerts are available for all account types.

Alerts may be sent to you via email, text message, push notifications within the mobile app, or other means we may make available. Not all types of alerts may be available for delivery via all delivery methods. Alerts sent by email will be sent an email address you have provided. You must enroll your mobile telephone number in order to be eligible to receive alerts through text message. The number and frequency of text message alerts you receive will depend on your accounts' settings and activity. You may discontinue receipt of text message alerts by un-enrolling within Online Banking. You may enroll up to three mobile telephone numbers to receive alerts via text messages. If your email address or your mobile phone number changes, you must correctly update that information in the Online Banking service. Changes to your email address or a mobile device enrolled in Mobile Banking could impact your alerts.

Although we do not currently charge for alerts, we reserve the right to begin charging fees at any time. **In addition, please note that text, data charges or rates, or other charges may be imposed by your carrier or application provider in connection with alerts.** Check your carrier plan for details

We provide alerts as a convenience to you for informational purposes only. Alerts are designed to be a helpful account management tool but they are not a substitute for other types of information, security and fraud precautions, and account management techniques, including, but not limited to, maintaining a check register, verifying your statements, and being aware of your outstanding payments and available balance. You are responsible for understanding the information provided in an alert and how that information relates to your particular account and situation (e.g., whether you will incur overdraft or insufficient funds fees based on the available or the total balance in your account, whether you have overdraft protection to cover a transaction, etc.). We do our best to provide alerts in a timely manner with accurate information but we do not guarantee the delivery or timeliness of any alert or the accuracy of the contents of any alert, whether you are within or outside the United States.

You understand that information reflected in an alert may be reflected on our systems and records at a different time (earlier or later) than the time we delivered the alert and that certain transactions or triggers may result in the generation of more than one alert, each of which may be delivered at different times. You acknowledge and agree that delivery of an alert may be delayed, misdirected or prevented by a variety of factors, including factors outside our control (e.g., unavailability of mobile or email service, settings such as "do not disturb" times) and our technical and administrative processes (e.g., for system maintenance and processing customer Instructions). We shall not be liable for any losses, missed opportunities or other Damages incurred by you due to the delay in delivery, non-delivery, duplicate delivery, inconsistent delivery or misdirected delivery of an alert or type of 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. Wireless carriers are not liable for delayed or undelivered messages.

Because alerts are not encrypted, we will not include your passcode or full account number in an alert. However, alerts may include your name, account nickname and some information about your accounts and activity. Depending upon which alerts you select, information such as your account balance or transactional data may be included.

Anyone with access to your email or mobile device(s) will be able to view the contents of these alerts.

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You understand and accept that an alert is transmitted electronically and you acknowledge that you have no expectation of privacy with respect to such information. You acknowledge that the information in the alert is unencrypted and can be accessed, used, or misappropriated by unintended third party recipients.

You acknowledge and agree that, although the primary purpose of alerts is to provide transactional and relationship messages, alerts also may sometimes include some marketing or other content and you agree to receive this marketing and other content.

### I. Online ACH and Wire Transfer Services (Business Accounts)

Artisans' Bank offers Automated Clearing House ("**ACH**") and Wire Transfer ("**Funds Transfer**") services through the Online Banking for Business customers (*subject to separate agreements, including our Cash Management Agreement.*) The specific terms and conditions for ACH and Wire Transfer Online Banking Services are set forth in the addenda for such services, which are incorporated herein and made a part hereof. By enrolling in or using these services, you also agree to be legally bound by the other applicable terms of the Artisans' Bank Online Banking Cash Management Services Agreement.

These services allow you to request that we initiate an ACH or wire transfer from one of your Eligible Accounts (checking accounts) held at Artisans' Bank that is qualified for these Services to an account at Artisans' Bank or another financial institution in the United States.

### J. General Provisions for Online Banking Services

The following general provisions apply to all Online Banking Services, unless otherwise stated.

- 1. What Law Applies?** This Agreement shall be governed by the laws of Delaware without regard to its conflict of law provisions and, to the extent required, by Federal Law.
- 2. Force Majeure.** In no event will Artisans' Bank be liable to you for any Damages, default, or delay in performance arising out of or related to this Agreement or the Artisans' Bank Online Banking Services to the extent such Damages or the default or delay is caused by circumstances beyond our control, including civil disorders; wars; terrorism; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical failures; denial of service attack; postal delays or strikes; virus or other malware; fires; floods; acts of God; federal, state or municipal actions, statutes, ordinances, or regulations.
- 3. Authorization.** You authorize us or our agents and service providers to take on your behalf any action necessary to complete any transaction initiated through the Online Banking Services. This authority includes, without limitation, the withdrawal of funds from any of your accounts or obtaining of a loan under any of your loan accounts effective as though you had signed a check or withdrawal form to make the withdrawal or signed a direct loan check to obtain the loan.
- 4. International Access.** The Artisans' Bank Online Banking Services may contain software and/or other technology that is subject to United States (U.S.) export controls. You agree that you will comply with such export controls. You agree not to use Online Banking Services in any jurisdiction outside of the United States where use of the Online Banking Services would be in violation of applicable law, including sanction-related laws of the United States of America. For more information, please refer to the United States Office of Foreign Assets Control Internet site and other United States government sites pertaining to sanctions and trade restrictions.
- 5. Entire Agreement, Waiver.** This Agreement is the final and complete agreement between you and Artisans' Bank concerning the Artisans' Bank Online Banking Services and supersedes prior agreements, oral or written, or other communications between you and us related to the Artisans' Bank Online Banking Services, including any marketing or other similar materials. Captions are for reference purposes only. If any provision or part of this Agreement is determined by a court of competent jurisdiction or applicable regulatory agency to be invalid, the part or provision shall be deemed amended to the extent necessary to be valid, and all other provisions shall remain in effect. We may waive, or delay exercising, any of our rights

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under this Agreement without notifying you. Such waiver or delay will not affect any other rights we may have.

The waiving of any of our rights on any occasion shall not be deemed to be a waiver of such rights in the future. This Agreement may not be amended by course of dealing. You agree that a copy of this Agreement and/or evidence that you entered into the agreement online, kept in the normal course of our business, may be entered in evidence as an original. Except as otherwise indicated in the Agreement, no third party shall be a beneficiary of this Agreement.

- 6. Amendment.** Except as otherwise required by law, rule, regulation, or this Agreement, Artisans' Bank may change the terms of this Agreement (including fees) from time to time and at any time. When material changes are made, we may notify you by mail, through Internal Online Messaging and/or by posting the amendment on the Artisans' Bank Website. We will update the Agreement on the Artisans' Bank Website on or before the effective date of the change, unless the change must be made before we can update the Agreement in order to maintain the security of the system or unless a law, rule or regulation requires that the change be made at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of our system, this Agreement will be updated within thirty (30) days after the change. You may choose to accept or decline changes by continuing or discontinuing the use of Artisans' Bank Online Banking Services. Your continued use of Artisans' Bank Online Banking Services shall constitute your acceptance of the amended Agreement.
- 7. Assignment.** We may assign our rights and delegate our duties under this Agreement to any of our affiliates or any other party. You shall not assign this Agreement or your rights hereunder, voluntarily or involuntarily, by operation of law (e.g., a merger) or in any other manner, without our prior written consent. Any purported assignment in violation of this section is null and void. This Agreement shall be binding on Customer and Customer's successors and assigns and shall inure to our benefit and the benefit of our successors and assigns.
- 8. Customer Service.** If you have Online Banking questions or need assistance, please contact our Customer Service department:

Telephone us Monday-Friday 8:30 am to 4:30 pm at 1-800-282-8255,  
Write us at Artisans' Bank, 2961 Centerville Road, Wilmington, DE 19808 or  
Communicate with us through Internal Online Messaging

### **9. Cancellation.**

- a. Cancellation of Services and Instructions.** You can cancel the Artisans' Bank Online Banking Services at any time by notifying us in writing at the address, or calling us at the telephone number, for the Customer Service Center as stated in this Agreement. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. If you cancel, we will not refund any fee you have paid for any Online Banking Service during the cycle in which you cancel.

We reserve the right in our sole discretion to refuse to honor an Instruction or suspend, cancel or terminate your access to the Online Banking Services, in whole or in part, at any time, with or without cause, including, without limitation (i) upon ten **(10) Business Days' notice** to you (unless longer notice is required by applicable law), by internal or external email, US mail or posting on the Website, or (ii) without notice, if:

- i. We have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information;
- ii. We believe the Online Banking Services are not being used for their intended, bona fide and lawful purposes under this section and the Agreement or any of our policies, procedures or practices;
- iii. We have reason to believe the Online Banking Services are being used in an anti-competitive manner or contrary to Artisans' Bank's business interests;
- iv. Your account is closed or access to your account is restricted for any reason;
- v. You do not access or process any transactions for the Online Banking services for any three (3)



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month period;

- vi. You or any of the Eligible Accounts are subject to the automatic stay in bankruptcy; or
- vii. Due to a change in law, regulation, or regulatory directive or guidance.

Any cancellation, termination or refusal, whether or not described above, by us will not affect your liability or obligations under this section for actions we have taken on your behalf, or this Agreement or any other agreements you have with us. *Further, we reserve the right to cancel the Online and Mobile Bill Pay service, the Bank to Bank Transfer service and the Remote Deposit Anywhere without notice if you do not schedule or process a payment, transfer or deposit, respectively, for any three- (3-) month period.* Once the cancellation by you or us takes effect, we will not complete any transaction initiated through the Online Banking services (for example, any order to transfer funds or any pending or recurring Online and Mobile Bill Pay transaction). The cancellation by you or us will not affect any of your obligations under this Agreement.

- b. **Cancellation of Receipt of Text Messages.** You may cancel receipt of future text messages related to all Artisans' Bank text messaging services by logging into the Artisans' Bank online Banking website

- 10. Notices and Change of Address.** Any notice we send you concerning this Agreement or the Online Banking Services may be sent: **(i)** to the primary external email address you provided to us in connection with the Online Banking Services; **(ii)** using Internal Online Messaging; or **(iii)** to your current mailing address shown in our records. If your mailing or external email address changes, you must promptly notify us in writing of the new address.

**Online Messaging.** External email sent over the Internet is not a secure method to send messages to us and may not be immediately received by us. We have, therefore, provided secure internal Online messaging forms after you have signed onto the Online Banking Services platform for you to communicate with us ("**Contact Us/New**") via Online Messaging. You should only communicate with us about the Online Services via this Internal Online Messaging. If we receive any Internal Online Message you send between 12:00 a.m. (midnight) and 4:00 PM ET on any Business Day, we will generally review the Internal Online Message on that Business Day. If we receive the Internal Online Message on any Business Day after 4:00 PM. ET or on a Saturday, Sunday or Federal holiday, we will generally review the Internal Online Message on the next Business Day. Please note that we will not have to take any action based on any Internal Online Message sent to us until we receive it and have a reasonable time to act on it. In any event, we strongly recommend that you do not use **Contact Us/New** Online Messaging to communicate URGENT information (for example, a report of a lost or stolen card or a report of an unauthorized transaction involving a deposit or credit account) or matters unrelated to the Online Banking Services.

You agree that Artisans' Bank may, but is not required to, send to you certain account messages or alerts to the external email address you provide (e.g., the customer@gmail.com). The messages or alerts may contain confidential information (for example, that your bill payment was unsuccessful due to insufficient funds). Although Artisans' Bank does not include information such as full account numbers or Social Security numbers in these communications, you acknowledge that there is a risk of unauthorized access associated with these messages and alerts because the email is not private or secure.

**Email Address Maintenance.** It is your responsibility to notify us if you change your email (external) address (e.g., JCustomer@gmail.com). You agree to update your Online Banking profile if you change your email address. You may change your email address by going to the Online Banking "**Options**" tab, then making your update.

- 11. General Limitation of Liability.** Artisans' Bank is only responsible for performing the online banking services as expressly stated in this agreement. There is no guarantee that access to the online banking services will be available at all times and we shall not be liable if you are unable to access the online banking services. The online banking services are provided "as is" and, except as prohibited by law, we and our service providers disclaim any express or implied warranties concerning the online banking

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services, equipment or software, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, or non-infringement of any parties' proprietary rights.

In no case shall artisans' bank or any of our service providers be liable for any loss of data, profit, goodwill, or special, punitive, indirect, exemplary or consequential damages of any kind or nature suffered by you arising out of or related to this agreement, the software, the equipment or the online banking services whether or not such claim for damages is based on tort or contract or whether we had been advised of the possibility of such damages or should have known of the likelihood of such damages, except as may be explicitly required by the electronic fund transfer act ("**EFTA**") and the efta's implementing Regulation E or other applicable law. in states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, artisans' bank's and our services providers' liability is limited to the extent permitted by applicable law.

### 12. Your Liability for Unauthorized Transfers. (Personal Accounts)

This section applies to Personal Accounts that are deposit accounts (referred to in this section as "Personal Deposit Accounts").

NOTE: If you perform transactions from a home equity line of credit or other mortgage account, another credit account, or investment account, please see the agreements and disclosures for those accounts for information about your liability for unauthorized charges or other errors, or for questions relative to those accounts.

**a. Your Liability for Unauthorized Transfers or Payments:** Tell us AT ONCE if you believe your Access Codes have been lost or stolen, or if you believe that an online fund transfer has been made without your permission from any of your Personal Deposit Accounts. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Personal Deposit Account (plus your maximum overdraft line of credit, credit card or the balance in any other account connected to your account for overdraft protection, if applicable). If you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Access Codes without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Codes, and we can prove that we could have stopped someone from using Access Codes without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.

**b. Contact in the event of unauthorized transfer:** If you believe that your Access Codes have been lost or stolen or that someone has made payments, transferred, or may transfer money from your Personal Deposit Account without your permission, notify us at ONCE by:

Telephone us Monday to Friday 8:30 am to 4:30 pm at 1-800-282-8255, or

Write us at: Artisans' Bank, 2961 Centerville Road, Wilmington, DE 19808 or

Communicate with us through Internal Online Messaging ("**Contact Us/New**").

**c. Our Liability for Failure to Complete Certain Transactions.**

If we do not properly complete a transfer to or from your Personal Deposit Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or Damages. (**This liability is in addition to the payment guarantee for bill payments**). However,

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there are some exceptions. We will not be liable, for instance, if:

- i. Through no fault of ours, on the date a transfer was to be made or on the Payment Date for a payment scheduled through Online and Mobile Bill Pay: **(i)** you did not have sufficient available funds in the account and the transfer or payment would exceed any credit line or available balance in any other overdraft protection account, **(ii)** the account is closed, or **(iii)** the money in the account is subject to hold or a court order restricting its removal or is the subject of a dispute.
- ii. Your account with the payee of an Online and Mobile Bill Pay was not in good standing, the information you provide to us about the intended payee was incorrect, the payee fails to properly credit any payment that we make, or the payee fails to cash a payment check within the time period we establish for cashing checks, or it rejects an Online transfer.
- iii. The third party holding an external account associated with a transfer or payment to or from an Eligible Account mishandles or delays processing, sending or posting a transfer or payment.
- iv. You failed to properly follow the instructions for the use of the Online Banking Service used for the payment or transfer, or you did not comply with the terms of this Agreement.
- v. We, in good faith, believe that the Instruction was given without your authorization, has not been properly authenticated or is fraudulent or we have other reasonable cause not to honor an Instruction for your or for our protection.
- vi. The Online Banking Services or your Equipment or Software was not working properly and you knew about the breakdown when you began the request for the payment or transfer.
- vii. The failure to make the transfer or payment is justified by any provision of this Agreement, any provision of any other agreement between you and us concerning any of your accounts, or by applicable law.
- viii. Circumstances or persons beyond our control prevent or delay the making of the payment or transfer, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, failure of any funds transfer system, denial of service attack, telecommunication outages, civil disorder, acts of war, terrorism, postal delays, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters.

**Note:** specific services or sub-services under this Agreement may list additional exceptions to our liability for that service context.

### 13. Error Resolution Notice. (Personal Accounts)

This section applies to Personal Accounts that are deposit accounts (referred to in this section as "Personal Deposit Accounts").

NOTE: Please see the agreements and disclosures for home equity lines of credit or other mortgage accounts, other credit accounts or investment accounts for information about unauthorized charges or other errors, or for questions relative to those accounts.

In Case of Errors or Questions About your Electronic Transfers you may Telephone us at:

**1-800-282-8255 or**

Write to us at:

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**Artisans' Bank, 2961 Centerville Road,  
Wilmington, DE 19808**

You may also communicate with us through  
Online Messaging at:  
**("Contact Us/New")**

Contact Artisans' Bank as soon as you can if you think that your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money 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 10 Business Days, we may not re-credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### 14. Dispute Resolution

**Note:** For Consumer Accounts, if you notice an error regarding an electronic fund transfer or an unauthorized electronic fund transfer on your deposit account related to Electronic Banking Services

- a. Any disputes between you and Artisans' Bank **concerning** or involving a transaction or Online Banking Service relating to an Eligible Account are controlled by the dispute resolution process and provisions (including arbitration provisions and your elections with respect thereto, when applicable) in the agreements for the Eligible Account(s) involved in or connected to the transaction(s) or Online Banking Services to which the dispute relates. Examples of transactions or Online Banking Services relating to an Eligible Account include, but are not limited to, payments made from your deposit account using Online and Mobile Bill Pay, transfers between accounts or to pay a loan, Alerts relating to an Eligible Account, and Statements and Notices relating to an Eligible Account.

If a dispute involves more than one Eligible Account and those accounts are governed by different agreements (e.g., a transfer from your checking account to an Artisans' Bank loan), the dispute resolution process and provisions (including arbitration provisions and your elections with respect thereto, when applicable) are controlled by:

- i. the deposit account agreement applicable to your primary Artisans' Bank checking account (or the agreement applicable to any other Artisans' Bank deposit account if you do not have an Artisans' Bank checking account); or

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- ii. if you do not have a deposit account with Artisans' Bank, the agreement governing the Eligible Account involved in the dispute that was opened or originated first in time.
- b. The terms and process for resolving any other dispute between you and Artisans' Bank relating to the Online Banking Services or this Agreement are controlled by the dispute resolution provisions (including arbitration provisions and your elections with respect thereto, when applicable) in the following account agreements:
  - i. the deposit account agreement applicable to your primary Artisans' Bank checking account (or the agreement applicable to any other Artisans' Bank deposit account if you do not have an Artisans' Bank checking account); or
  - ii. if you do not have a deposit account with Artisans' Bank, the agreement governing the Eligible Account involved in the dispute that was opened or originated first in time.

Examples of these other types of disputes may include, but are not limited to: (a) a dispute that does not involve a transaction or Online Banking Service relating to an Eligible Account (such as a dispute relating generally to this Agreement, including your acceptance of its terms, or to a general security matter); and (b) a dispute relating to a Online Banking that is not directly tied to an Eligible Account (such as Alerts relating to changes in your Online Banking Services relationship, e.g., changes in your e-mail address or password).

- c. Notwithstanding subsections a. and b. above, in any dispute arising out of a Home Equity Line of Credit (**HELOC**) or Mortgage transaction, the agreement governing the Home Equity Line of Credit (**HELOC**) or Mortgage loan will govern the dispute.
- d. Please refer to Eligible Account documentation for applicable dispute resolution provisions. If you do not currently have a copy of Eligible Account documentation, please ask us for a copy.

### 15. Customer Requests and Error Resolution Notice and Procedures (Mortgage Accounts).

- a. **General Question:** If you have general questions about your mortgage account or the servicing of your mortgage loan(s), you may call Artisans' Bank at **1-800-282-8255**. Depending on the question(s) you have, you may be advised of the need to send your question or complaint in writing addressed to Artisans' Bank as set forth below.
- b. **Notices of Error or Requests for Information:** If you are notifying Artisans' Bank in writing of a Notice of Error or Request for Information, you must send such a notification to Artisans' Bank addressed as follows:

**Artisans' Bank, 2961 Centerville Road,  
Wilmington, DE 19808**

Artisans' Bank will acknowledge any **Notice of Error** or **Request for Information** received at the above address within 5 business days of receipt. We will promptly commence our review of your mortgage account and respond to your notification within the time frame required by law. If we determine an error occurred relating to your mortgage loan, we will correct any error promptly and will provide you a written explanation. If our review indicates that no error occurred we will also notify you. You may ask for copies of the documents that we used in our review.

- c. **Customer Complaints and Inquiries:** If you have a specific complaint or inquiry about the servicing of your mortgage loan, please direct such a complaint or inquiry to Artisans' Bank at the following location:

**Artisans' Bank, 2961 Centerville Road, Wilmington, DE 19808  
or 1-800-282-8255**

### 16. Customer's Liability. (Business Accounts)

Regarding Business Accounts, Customer authorizes us to act upon, and Customer agrees to be bound by, any Instruction, whether or not actually authorized, effected by the use of the Access Codes, without further inquiry and we shall have no liability for unauthorized Instructions or other use of the Online Banking Services under this Agreement effected by the use of such Access Codes, unless otherwise required by law. Customer agrees that use of the Access Codes and the procedures set forth in this Agreement are commercially reasonable security procedures for all purposes, including for purposes of Article 4A of the Uniform Commercial Code (UCC 4A), to verify the authenticity of any Instruction. Customer has the sole responsibility for maintaining the security at Customer's website, within Customer's organization, and of the Access Codes and similar elements of security procedures. We are liable only for Damages required to be paid under UCC 4A. Customer agrees to implement any other authentication or security procedures we establish from time to time. **IN NO EVENT WILL WE HAVE ANY LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY UNAUTHORIZED INSTRUCTION, INCLUDING ANY PAYMENT, TRANSFER OR STOP PAYMENT ORDER, MADE USING THE ACCESS CODES THAT OCCURS BEFORE CUSTOMER HAS NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.**

In addition to Customer's obligations under Section L12 and elsewhere in this Agreement, Customer further agrees to defend, indemnify, and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses including, but not limited to, reasonable attorney fees, arising out of or in any way connected with this Agreement or the acts of any third party. Your obligations under this section shall survive termination of this Agreement.

### **17. Limitation on Our Liability. (Business Accounts)**

For Business Accounts, we only will be responsible for performing the Online Banking Services as expressly stated in this Agreement and the Guide. Except as set forth in this Agreement, we will not be liable for Damages arising out of or related to this Agreement or the Online Banking Services, except for Damages that arise or directly result from our gross negligence or intentional misconduct. In no event shall our total liability for Damages exceed the total fees Customer paid in the 6 months prior to the date of any claim.

In executing a payment order, Artisans' Bank is entitled to rely exclusively on the recipient account number and recipient institution identifier provided in the payment order (notwithstanding that such numbers may not match the name of the recipient or recipient institution). Artisans' Bank is not liable for any loss arising in connection with a payment order that is made to the incorrect recipient due to an error in the recipient account number or recipient institution identifier provided in the payment order (even if the payment order had the correct account name or recipient institution name). If Customer provides an incorrect recipient account number or recipient institution identifier, Customer could lose the payment order amount.

Artisans' Bank is not responsible for detecting any error in an Instruction provided to Artisans' Bank by Customer or its Administrator or Authorized Users (including any payment order). Client is solely responsible for the accuracy and completeness of any such Instructions.

### **18. Customer Warranties.**

Now and during the term of this Agreement, Customer **(a)** represents and warrants that Customer has the power and authority to enter into this Agreement; **(b)** covenants that Customer shall comply with all applicable federal and state laws and regulations; **(c)** shall report any unauthorized transaction or other Instruction to us by telephone as soon as possible after learning of such unauthorized transaction, and provide a written report promptly, but in no event later than timeframes specified in the applicable agreement for the Eligible Account to which the unauthorized transaction relates, or in the case of Personal Deposit Accounts as provided in this Agreement; and **(d)** shall assist us, as necessary, in our efforts to recover any misdirected funds and otherwise comply with Customer's payment or fund transfer Instructions. If we cause an incorrect amount of funds to be credited to Customer's account or to be posted to Customer's loan account, or paid to a Payee, Customer agrees that we may take any action appropriate to correct the error and prevent Customer from being unjustly enriched.

### 19. Limitations on Transfers and Use of Online Banking Services.

In addition to the transaction and other limitations specified elsewhere in this Agreement, the following limitations apply:

- a. **Excessive Transfers Out of a Savings or Money Market Deposit Account. Federal Reserve Regulation D** limits the total number of transfers out of a savings or money market deposit account made by check, telephone, Online Banking, Mobile Banking, and overdraft protection transfers, as well as preauthorized transfers (including debit card purchases, automatic transfers and wire transfers) **to six per calendar month**. Regarding Online Banking and Mobile Banking, internal transfers from your money market deposit accounts or savings accounts to pay your Artisans' Bank loans are not counted towards this limit. Artisans' Bank may impose an excess activity fee for each transaction exceeding these limitations. See product disclosures and applicable account fee schedules for details.
- b. **Security Limitations.** For security reasons, there are limits on the number of transfers you can make using Online Banking Services.
- c. **Geographic Limitations.** Use of Online Banking Services may be restricted or limited in some jurisdictions outside the United States.
- d. **Internet Gambling.** Artisans' Bank reserves the right, but not the obligation, to reject any transaction involving Internet gambling.

### 20. Information Sharing.

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

- a. That we believe is necessary to document or complete transactions, or
- b. To investigate possible unauthorized transaction(s), or
- c. To resolve errors or claims, or
- d. In order to verify the existence and condition of your Account for a third party, such as a credit bureau, another financial institution or merchant, or
- e. In order to comply with government agency or court orders, or
- f. If you give us your written permission.

In addition, to the extent permitted by law, we may disclose information to third parties; for example, to initiate transactions and for anti-fraud purposes. Please refer to the following sub-section on Privacy for additional information.

21. **Privacy.** For Consumers, disclosure of information about you and your accounts and transactions is governed by the Artisans' Bank Privacy Policy, as it may be amended from time to time.

For Businesses, we will generally treat Customer's transactional information and data (that are not otherwise in the public domain) as confidential; provided, however, that, notwithstanding the foregoing, Customer agrees and acknowledges that we may be required to disclose information and data concerning certain kinds of transactions under federal and state law (including, for example, court orders) and, furthermore, that we may, under certain circumstances, disclose certain information and data to our affiliates, agents, contractors, vendors or other parties that perform certain functions in connection with certain products and services that we offer to you or to other customers, including (without limitation) Online Banking Services.

22. **Account Statements.** In addition to making information about your Eligible Accounts available through the Online Banking Services, we will continue to mail or otherwise deliver periodic statements for your Eligible Account(s) with the regularity provided for the relevant account agreements. In addition to reflecting your other account activity, your statements will include any Online and Mobile Bill

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Pay payments, funds transfers completed through the Online Banking services or Bank to Bank Transfer services.

**23. Eligible Account Information.** Although we strive to provide accurate and current information about your Eligible Account(s), information we provide using Online Banking Services may not be provided on a real-time basis and therefore there may be a delay between the time in which a transaction occurs and when it appears on your Eligible Account as reflected in Online Banking Services. We are not liable or responsible for problems you may experience due to inconsistencies or delays in information being reflected on your Eligible Accounts within Online Banking Services.

**24. Administrator and Authorized Users.** (for Businesses)

The following applies to Business Accounts using Online Banking Services.

a. **Responsibilities and Designation.** Customer agrees to have a duly authorized Administrator at all times. The initial Administrator is the individual who enrolls a Business for the Online Banking Services. That person must be an authorized signer on ALL Eligible Accounts enrolled in the Online Banking Services. Subsequent Administrators may be designated by an individual authorized to transact business on Customer's behalf, including by any authorized signer on an Eligible Account. Such designations may be made in any manner acceptable to us (e.g., by telephone or in a branch). Any Eligible Account on which the new Administrator is not an authorized signer will be removed from the Online Banking Services. In addition, any personal accounts that an Administrator has enrolled in the Online Banking Services relationship for the Customer will be removed from the Online Banking Services when that Administrator is removed.

Customer authorizes the Administrator to have full authority and control over its Online Banking Services, including, among other matters, to (i) receive, maintain and distribute all Access Codes; (ii) set up Authorized Users on the Online Banking Services; (iii) assign and delegate Online Banking Services privileges and restrictions to Authorized Users based on Customer's business needs and requirements including, without limitation, access to use particular Online Banking Services, account access, initiation access, initiation approval levels, and transaction initiation capabilities; (iv) designate another to be a successor Administrator who will thereafter possess the Administrator's capabilities; (v) include his or her own accounts in the Online Banking Services relationship for the Customer and (vi) utilize all other functions provided via the Online Banking Services. The Administrator, on behalf of Customer, is responsible for ensuring that each Authorized User maintains confidentiality of his or her Access Codes.

b. **Internal Disagreement or Vacancy in Administrator Role.** If we become aware of an apparent vacancy in the role of Administrator, or are notified of, or otherwise become involved in, a disagreement concerning the appropriate individual to be the Administrator, the designation of an individual to be an Authorized User or some other Customer internal matter that affects the provision of the Online Banking Services, we may notify either or both Customer and the individual designated as the Administrator and request that it be resolved. In such situations, we, in our sole discretion, may continue to provide the Online Banking Services, suspend all or some of the Online Banking Services, or suspend the ability of an Authorized User or the Administrator (as the case may be) to have access to all or any part of the Online Service(s) pending (a) Instructions from an individual authorized to transact business on Customer's behalf; (b) adequate resolution of such Customer internal disagreement (e.g., by court order or agreement by disagreeing parties); or (c) order of a court. We may request such supporting documentation, as we deem necessary.

c. **Delegation of Authority.** The Administrator, when approved, may designate the individuals to be Authorized Users for the business. Customer grants to Authorized Users all authority designated or delegated by Administrator to such Authorized Users, including the authority to initiate Instructions, perform other activities, and enroll in Mobile Banking. Such authority shall continue to be effective until and unless Customer gives written notification to us that such authority has been revoked or the Administrator removes the individual as an Authorized User from the "**Cash Manager,**" "**Users**" "**New CM User**" section of the Online Banking services or as otherwise submitted by you to us and we have had a reasonable period of time to react to such revocation. If an Authorized



User is removed, any future or recurring payments scheduled by that Authorized User will not be processed, even if those payments continue to appear as scheduled to occur in the future. Therefore, either the Administrator or another Authorized User must reschedule any of those payments that should be made.

- d. **Reliance on Instructions.** We may act on any Instruction of the Administrator or any Authorized User, (whether or not Customer actually wanted those Instructions) until we have received and had a reasonable time to act on written notice from the Administrator or individual authorized to transact business on Customer's behalf re-assigning the authority of such party. Customer agrees that it is solely responsible for those Instructions and corresponding transactions and actions. The Administrator and Authorized User authority, and our right to rely on Instructions from Administrator and Authorized User, exists notwithstanding any contrary Instruction on any signature card for the Eligible Accounts or elsewhere regarding authorized representatives or minimum number of signatures required in accordance with an Instruction. Customer releases Artisans' Bank from all Damages for honoring all Instructions from such Administrators and Authorized Users.
- e. **Agent of Customer.** Customer represents and warrants that the Administrator and each Authorized User will be acting as Customer's agent on Customer's behalf, will be bound by this Agreement and any other agreement governing the Eligible Accounts, and is fully authorized by Customer to act based on the rights the Administrator has or delegates to an Authorized User. The Administrator and each Authorized User appointed by an Administrator will be considered to be authorized by all owners of the Eligible Accounts.
- f. **Representations and Warranties.** Customer further represents, warrants, and agrees that: **(i)** Authorized User may not further delegate online authority to other persons to issue Instructions or make transactions on that Eligible Account; and **(ii)** Authorized User will access and use the account in accordance with the authority given by the Administrator. Each time Authorized User provides an Instruction on an Eligible Account, Customer represents and warrants to Artisans' Bank that Authorized User's action is authorized by the Administrator and the owner of the Eligible Account. If we receive conflicting Instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of Authorized User, we may at our sole discretion terminate or block access by such Authorized User, without prior notice to Authorized User, the Administrator or any owner of the Eligible Account.
- g. **Termination of Authorized User Authority.** The authority of an Authorized User will terminate: **(i)** when we are notified to terminate that authority as outlined above; **(ii)** in the case of sole-proprietor Business Accounts, upon our receiving written notice of the death or incapacity of the owner of the Eligible Account from a court of competent jurisdiction or from a source that we consider official and reliable; or **(iii)** at our sole discretion if the Administrator, Customer, the owner of the Eligible Account or Authorized User breaches any provision of this Agreement.

### 25. Third Party Services and Websites.

In connection with your use of Online Banking Services, you may be made aware of additional services and products, offers and promotions, provided by third parties, ("**Third Party Services**"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party, and not Artisans' Bank, is responsible for the performance of the Third Party Services.

Online Banking Services may contain or reference links to websites operated by third parties ("**Third Party Websites**"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the software or Online Banking Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your

use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms, privacy policies, and security policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**26. Your Conduct and Indemnity.** Except to the extent otherwise provided under the terms of this Agreement, an agreement that otherwise governs your Eligible Account, or applicable law, you agree and acknowledge that: **(i)** you are personally responsible for your conduct while using, and for your use of, the Online Banking Services, as well as for the conduct of, and use of Online Banking Services by, anyone you authorize to use the Online Banking Services or to whom you give access to your Card Data or Access Codes; **(ii)** you will not introduce malicious code or do anything involving Online Banking Services with an intent to harm; **(iii)** you will only use Online Banking Services for its intended purposes; **(iv)** you will not use Online Services in any illegal activity; **(v)** you will not damage, disable, interrupt, overburden, or impair the Online Banking Services or interfere with any other party's use and enjoyment of Online Banking Services; **(vi)** you will not transmit, using Online Banking Services, any chain letters, "spam" messages, "phishing" messages, or messages marketing or advertising goods and services; and **(vii) you agree to defend, indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses including, but not limited to, reasonable attorney fees, arising out of or in any way connected with such use or conduct.** Your obligations under this section survive termination of this Agreement.

**27. Addition of Personal Accounts and Mortgage Accounts to Online Banking for Business.** Business Customer understands that, if Personal Accounts and/or Mortgage Accounts are added to Online Banking for Business and/or to other Online Banking Services intended for the Business Customer (for purposes of this sub-section generically referred to as "**Online Banking for Business**"), there may be an increased risk of potential loss or Damages, including improper transfers. You certify that Business Customer has adequate internal controls to mitigate the risk of inappropriate transfers between accounts, and that each owner of the Business Customer knows of and agrees to allow the inclusion of the Personal Accounts and/or Mortgage Accounts in the Online Banking for Business relationship for the Business Customer. Artisans' Bank does not have an obligation to monitor any transfers or transactions between accounts. Before adding Personal Accounts and/or Mortgage Accounts to the Online Banking for Business relationship, Artisans' Bank may, but is not obligated to, require Business Customer to enter into further agreement(s).

When you authorize us to combine Personal Accounts and/or Mortgage Accounts and Business Accounts together in a combined Online Banking for Business relationship, you agree that Users authorized by the company administrator may perform transactions and other business for any or all of the Business Customer's Business Accounts and the added Personal Account(s) and Mortgage Account(s); including transfers and payments between or from these Combined Access Accounts whether or not the transfer or payment is for an authorized purpose and even though the Combined Access Accounts may be owned by different companies or persons or the transfer or payment benefits one Combined Access Account at the expense of another, which may have a different owner. Allowing Combined Access Accounts to be accessed through the combined Online Banking for Business relationship also means that anyone using the Administrator's Access Code can perform any transaction that is permitted under this Agreement with respect to the Combined Access Accounts. In addition, if a joint account owner or other person is authorized to perform transfers or other transactions from any of the Administrator's Personal Combined Access Accounts, that owner or person will have access (via check and all other available means) to funds that may be transferred into such account from any other Combined Access Account using the Administrator's Access Code. Also, if the Administrator's Access Code is stolen or otherwise compromised, then ALL of the Combined Access Accounts are vulnerable to theft and unauthorized access. Transfers, payments and unauthorized access through such a lost or stolen Access Code may result in the loss of any and all monies in any or all of the Combined Access Accounts.

No Bank Responsibility; Indemnity: When you authorize us to combine Personal Accounts and/or Mortgage Accounts and Business Accounts together in a combined Online Banking for Business

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relationship, you understand that we allow you to do this for your convenience only. By authorizing and directing us to combine Eligible Accounts together in a combined Online Banking for Business relationship, Business owners and Administrator agree that **(1)** Artisans' Bank is not responsible for any transactions or access permitted in accordance with this Agreement as a result of the combined Online Banking for Business relationship; and **(2)** Artisans' Bank is not responsible for unauthorized transactions performed by any person authorized to access any of the Combined Access Accounts (including any transfers to, from or between the Combined Access Accounts). The Administrator, Business Customer and the Business Customer's owners agree, jointly and severally, to indemnify, protect, hold harmless and defend Artisans' Bank from and against any and all Damages, expenses, liabilities or costs (including attorney's fees and court costs), of whatever kind or nature, arising from or relating to **(a)** Artisans' Bank providing Online Banking for Business services to any of the Combined Access Accounts, or **(b)** allowing any Combined Access Account to be linked for access as provided in this sub-section.

Notice to Bank of Changes: Business Customer and Business Customer's owners agree to notify Artisans' Bank as provided in this Agreement of any change of owners of equity interests in the Business and of any change of Administrator.

### **28. Additional Miscellaneous General Items.**

- a. If any portion of this Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.
- b. Geographic Constraints and Office of Foreign Assets Control ("**OFAC**"). You agree that you will not use the Online Banking Services in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control. Some transfers may not be processed, timely processed or may need to be frozen if we perceive the transfer may be in violation of United States OFAC sanction programs or other applicable laws.
- c. You agree not to use Online Banking Services in any illegal activity.
- d. If you provide us with a phone number for your Mobile Device, you are expressly consenting to receive account servicing or requested communications at that number from us and our agents. Such communications may include, but are not limited to, prerecorded or artificial voice message calls, text messages, and/or calls made by an automatic telephone dialing system.
- e. The information you enter into Online Banking and the E-Mail and Voicemail messages you send to us may be recorded. By using Online Banking, you consent to such recording.
- f. We may, for any reason and in our sole discretion, decline at any time to accept or use any email address or telephone number provided to us by any person.
- g. For Businesses, some other services (e.g., Merchant Services, Remote Deposit Capture using an approved desktop check scanner) may be referenced in the Online Banking Services portion of Website with links to sites where you may obtain further information and/or log into such other services. Such other services are not part of the Artisans' Bank Online Banking Services Agreement and are subject to other contracts, terms and conditions.
- h. Microsoft and Microsoft Excel are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. iPad is a trademark of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Android is a trademark of Google Inc. Use of this trademark is subject to Google Permissions. Adobe and Reader are registered trademarks of Adobe Systems, Inc. Quicken is a registered trademark of Intuit, Inc. All trademarks, service marks and trade names are the property of their respective owners.
- i. Artisans' Bank is a Member FDIC, Equal Housing Lender, and Equal Opportunity Lender. Loans and credit lines are subject to credit approval and involve interest and other costs. Please inquire

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for details. Non-deposit investment products are **NOT** deposits, **NOT** insured or guaranteed by Artisans' Bank, **NOT** insured by the FDIC or any agency of the United States, and involve **INVESTMENT RISK**, including **POSSIBLE LOSS OF VALUE**.

### K. Miscellaneous Service Fees

1. Any fees for the Online Banking Services are in addition to the fees applicable to Eligible Accounts under the corresponding account agreement and applicable Eligible Account-related fee schedules (e.g., insufficient funds (NSF) or overdraft fee, or returned deposited item fee).
2. Use of Online Banking Services requires Internet and/or data access through a computer or mobile device. ***Mobile carrier text message and data charges may apply. Check your carrier plan for details. Check with your Internet Service Provider for charges. You are responsible for such charges.***
3. If you cancel an Online Banking Service, we do not provide partial or prorated refunds.

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