



## **Digital Banking Service Agreement**

We suggest you read this document carefully and print a copy for your reference. You may refer to it anytime on our website's Disclosures Page or type in the URL [www.resource.bank/disclosures](http://www.resource.bank/disclosures) to bring you directly to the page. To print any Disclosures, select File from the menu bar and then select Print. Select OK in the Print Setup box.

### **TABLE OF CONTENTS**

1. Definitions
2. Agreement
3. Other Agreements
4. Browser, Hardware, Software, and Other Equipment Requirements
5. Information Authorization
6. Mobile Subscriber Information
7. Device Data
8. Security and Confidentiality of Financial Information
9. Service Availability
10. Access Levels
11. Access ID and Passcode Requirements
12. Internal Transfers
13. External Transfers
14. Bill Pay
15. My Spending
16. Mobile Banking
17. Digital Banking Service Limits
18. Cutoff Times
19. Emails
20. Electronic Notices
21. Vendor
22. Termination, Suspension, or Limitation of the Digital Banking Service
23. Liability of Loss or Erroneous Data
24. Liability for Authorized Person Access Changes, including Revoked Access
25. Your Liability for Unauthorized Transactions
26. Limitation of Liability
27. Indemnity
28. Site Links
29. Hours of Operation
30. Contact Information

#### **1. Definitions.** The following terms and definitions apply when used in this Agreement.

**"Account"** or **"Accounts"** means one or more deposit or loan Account you have been given access to with us.

**"Account Access"** means your ability to access Account and transaction information on Accounts and transfer funds between Accounts through Online Banking.

**"Account Agreement"** means the agreement between you and us that governs the use of your Account, including the Deposit Account Agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees.

**"Authorized Person"** refers to all individuals authorized by an Account Owner or authorized Signer to access Digital Banking Services and has the authority to transact business on the Account.

**"Bank," "we," "us," and "our"** collectively means Resource Bank or affiliate which provides you services and any agent, independent contractor, designee, or assignee that we may at our discretion involve in the provision of the Digital Banking Service.

**"Bill Pay Account"** means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Bill Pay Service.

**"Bill Pay Service"** digital feature that allows you to pay or transfer funds to designated Payee(s) based upon your instructions to us via Digital Banking. Bill Pay Service can be used to schedule one-time or recurring payments to utility companies, merchants, financial institutions, insurance companies, individuals, etc., within the United States to whom you wish to pay through the Bill Pay Service ("Bill Payment").

**"Biller"** is the person or entity you intend a bill payment to be directed to or the person or entity from which you receive electronic bills.

**"Billing Account"** is the checking account from which all Bill Pay Service fees will be automatically debited.

**"Business Day(s)"** means Monday through Friday when the Bank is open for business. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

**"Communication(s)"** includes but is not limited to Initial Disclosures, Notices, Account Statements, Terms and Conditions, and Privacy Statements or Notices.

**"Confidential Information"** includes but is not limited to Personal Identification Number (PIN), Debit Card Number, Account Number, Social Security Number, Tax Identification Number, Credentials, and any other non-public information or other means to access your Accounts.

**"Credentials"** includes but are not limited to Access ID, Passcode, Security Questions and Answers, and Security Token.

**"Deposit"** refers to deposits made through the Mobile Banking Application.

**"Digital Banking Service"** collectively means Resource Bank Online Banking, Mobile Banking Application, Mobile Deposit Service, Bill Pay, Text Banking, and any applicable software products and associated documentation we may provide through those websites and mobile applications or use of the products, services, or functionality offered through those websites and mobile applications.

**"Due Date"** is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

**"Electronic"** means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology with similar capabilities.

**"Eligible Account(s)"** means any one of your Account(s) to which we may allow access through the Digital Banking Service under this Agreement.

**"Interested Party"** refers to a partner, colleague, collaborator, etc.

**"Laser Draft Payment"** is a payment method similar to a check you wrote on your Bill Pay Account. Payees should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds will be debited from your Bill Pay Account after the Payee receives and processes the Laser Draft Payment. As a result, the Bill Pay Service cannot control when your Bill Pay Account is debited for a Laser Draft Payment.

**"Mobile Device"** refers to your mobile telephone, computer, tablet, or other electronic device.

**"Passcode"** means the personal identification code assigned to you by us or selected by you for identification purposes in connection with the use of our Digital Banking Services.

**"Payee"** means any individual, financial institution, educational institution, company, merchant, or other entity you wish to pay using Digital Banking Services.

**"Payee Account"** is the account held by the Payee.

**"Payment"** means the remittance of funds, initiated through the Digital Banking Service, from a Bill Pay Account to a Payee.

**"Payment Instruction"** is the information you provide to the Bill Pay Service for a payment to be made to the Payee (such as, but not limited to, Payee name, Payee Account number, and Scheduled Payment Date.)

**"PC"** means a personal computer (including any personal data assistant or other wireless access devices) that meets the requirements for using Digital Banking Services.

**"Recurring Payments"** refers to payments scheduled for the same dollar amount and Scheduled Payment Date. They are set up with frequencies such as monthly, quarterly, semiannually, annually, etc. Examples are auto loans, consumer loans, mortgage payments, and rent.

**"Scheduled Payment"** is a payment that has been scheduled through bill pay but has not begun processing.

**"Scheduled Payment Date"** is the Business Day you want your Payee to receive your bill payment and the day your Bill Pay Account will be debited funds. Suppose the Scheduled Payment Date falls on a non-Business Day. In that case, the transaction will occur on the previous Business Day.

**"Service Provider"** includes any agent, licensor, independent contractor, or subcontractor the Bank may involve in providing the Digital Banking Service.

**"Software"** collectively, the Digital Banking Service.

**"Third-Party Sites"** accounts maintained at third-party account providers' websites.

**"Transfer(s)"** means an internal or external transfer of funds initiated through the Digital Banking Service. Authorized Persons may transfer to and from eligible Resource Bank Deposit Accounts and eligible external bank accounts held at other Financial Institutions.

**"Variable Payments"** have a payment amount and Scheduled Payment Date that may vary. It can also be a one-time payment or additional payments for each Scheduled Payment Date. These types of payments usually include utility, credit card, and medical bills.

**"You"** and **"Your"** means an individual or entity that owns an Account or an Authorized Person to view Account information.

Other definitions may be set forth elsewhere in this Agreement.

- 2. Agreement.** This Digital Banking Agreement ("Agreement") is between you and Resource Bank. This Agreement states the Terms and Conditions that govern your use of the Digital Banking Service ("Service"). When you use, access, or permit any other person(s) or entity to use or access the service or download or use any Software, you agree to the Terms and Conditions. At any time, we may change or amend this Agreement at our sole discretion by posting updated Terms and Conditions on the Disclosures Page of our website, which you may visit directly at <https://www.resource.bank/disclosures>. After we have made such changes available, your use of the service will be considered your agreement to the change. If at any time you disagree with the Terms and Conditions discussed herein, please discontinue your use of the service. The service is for personal and/or business purposes only. It includes a nontransferable, limited, and revocable right to access and use the service, including any Software.

You agree not to attempt to log on to the Digital Banking Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Attempting to log on to the service from one of these countries may restrict or terminate your access.

3. **Other Agreements.** You agree to be bound and comply with other written requirements we may furnish to you in connection with additional products accessed through this Digital Banking Service, including but not limited to account agreements and all applicable state laws and federal regulations.
4. **Browser, Hardware, Software, and Other Equipment Requirements.** You are responsible for obtaining, installing, maintaining, and operating all browsers, hardware, software, and other equipment necessary for you to access and use the Digital Banking Service. Your responsibility includes, but is not limited to, you utilizing up-to-date web browsers, access devices, and the best available encryption, anti-virus spyware, and internet security software. You are also responsible for obtaining your own personal computer, internet services, and any fees imposed by service providers. You understand and acknowledge that certain security, corruption, transmission error, computer virus, and access availability risks are associated with using open internet networks. You understand and acknowledge that you are responsible for the data security of the browser, hardware, software, and other equipment used to access the service and for the transmission and receipt of information using such. You understand and acknowledge that you have requested the service for your convenience and have independently assessed the adequacy of the browser, hardware, software, and other equipment. We are not responsible for computer viruses, problems, or errors arising from the browser, hardware, software, or other equipment failure or malfunction. We are not responsible for notifying you of any upgrades or enhancements. We are not responsible for providing technical or other support related to browser capabilities, hardware, software, or other equipment. Sometimes we provide links to a third-party site suggesting you download software. We do not endorse any specific software, hardware, or other services. Your use may be subject to licensing or other agreements of the third-party provider. Any material downloaded or otherwise obtained is obtained at your discretion and risk. The Bank is not responsible for any damage to your computer or operating systems or for data loss resulting from downloading any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures concerning your operating systems and protecting, securing, and backing up any data and information stored in or on your operating systems.

Electronic statements ("eStatements") and other types of communications are available in PDF format only. You will need a program that accurately reads and displays PDF files, such as Adobe® Reader®. To print eStatements or other Communications within Digital Banking, you must have a printer connected to your computer. When downloading any of this information, you must have sufficient hard-drive space. You accept responsibility for the secure storage of the digital file.

5. **Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including, without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service 'Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the site. Additionally, our Service Providers and we may use your information for risk management purposes. We may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. Our Service Providers and we shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, our Service Providers and we may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement, and improvement, system analysis, and to analyze the performance of the Service.
6. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method, and device details, if available, to support identity verification, fraud avoidance, and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us for identity verification and fraud avoidance purposes.
7. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third-party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. We and our third-party service providers may use such information to provide similar fraud management and prevention services for

services or Websites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**8. Security and Confidentiality of Financial Information.** The Digital Banking Service requires a computer or approved mobile device and internet access connected through an internet or mobile service provider with a Web Browser. To protect your financial information, you must connect to Digital Banking using an Internet browser that supports a minimum Transport Layer Security ("TLS") of 1.2 and 256-bit encryption. Use of the Digital Banking Service with lower than TLS 1.2 is strictly prohibited. To the extent that you can access the Digital Banking Service using less than TLS 1.2, we specifically disclaim any and all responsibility for losses resulting from your use of such inadequate encryption.

You should always sign off after every online session. Sessions will automatically end after ten (10) minutes of inactivity for security protection. We cannot ensure the security of public computers (e.g., in a library or school); therefore, we recommend that you refrain from accessing the Digital Banking Service on a public computer.

It is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). The Bank will never contact you by email to ask for or verify Account numbers, Security Tokens, or any sensitive or confidential information. Should you receive an email or other electronic communication that you believe is fraudulent, you agree to not respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm you incur from any electronic, email, or internet fraud. Resource Bank and our Service Providers will not contact you via telephone or email requesting personal information, Access ID, or Passcode. If anyone requests this information, please contact us immediately at (985) 801-0120. Visit our Security Center page on our website at <https://www.resource.bank/security-center/> for educational information.

**9. Service Availability.** The Digital Banking Service is generally accessible 24 hours a day, seven days a week. It may be inaccessible for a reasonable period from time to time for system maintenance, internet connectivity, actions or inactions of third parties, emergencies, or other factors beyond our control. The Bank cannot guarantee that such events will not occur. We are not liable under this Agreement or any other agreement for failure to provide access.

**10. Access Levels.** The Bank has different access levels offered in the Digital Banking Service. If you are an Owner of a Consumer Account or an Authorized Signer on a Business Account, you are given Basic or Basic Plus Payments access.

A non-signer may be granted access to an Account when the Account Owner(s) completes the Digital Banking User Authorization Form ("Form"). A consumer account only requires the signature of one account owner, whereas businesses with multiple owners require a minimum of two owners' signatures.

Accounts opened as a "two-signature required" account for withdrawals or transfers may have access to the Digital Banking Service. You release the Bank from liability for any action taken on an Account by anyone authorized to act as a signer on the Account, even though the person's authority to act on the Account by other means must be exercised jointly with one or more other persons. The Bank may act on the verbal, written, or electronic direction of any authorized person.

Access Level	View Account	Internal Transfers	External Transfers	Change of Address	Stop Payment	eStatements	Bill Pay	Mobile Deposit
Basic	X	X	X	X	X	X		X
Basic Plus Payments	X	X	X	X	X	X	X	X
Transfer To (Credit Only)		X						
View Only	X			X		X		

**11. Access ID and Passcode Requirements.** We set requirements for your Access ID and Passcode to access the Digital Banking Service for your protection. Each Authorized Person using the Digital Banking Service is required to have their own Access ID and Passcode.

**a. Access ID Requirements:**

- i. Must be between 5-20 characters.
- ii. May include alpha, numeric, or special characters.
- iii. It cannot be the same as your Tax ID#/ SSN# or account number with Resource Bank.
- iv. Access IDs are case-sensitive.

**b. Passcode Requirements:**

- i. Must be at least eight (8) characters long.
- ii. Must contain at least 1 numeric, 1 alpha, and 1 special character.
- iii. It cannot be the same as your Access ID.
- iv. Passcodes are case-sensitive.

At any time, we may change Passcode requirements without prior notice. If we do so, you will be required to change your Passcode the next time you sign on to the Digital Banking Service. You agree to protect and keep confidential your Account number, debit card number, Personal Identification Number (PIN), Access ID, Passcode, Security Questions, Answers, or other means of accessing your Accounts through the Digital Banking Service (collectively referred to as Confidential Information). Doing so prevents unauthorized access to your Accounts and prevents unauthorized use of the Digital Banking Service. If you disclose your Confidential Information or give access to a person(s) or entity, including any data aggregation service providers, to use the Digital Banking Service, you assume all risks and losses associated with such disclosure. You understand and agree that we may restrict and/or terminate access to the Digital Banking Service if we cannot reach you to confirm the validity of any sign-on into the Digital Banking Service.

The use of Credentials will authenticate the identity of the person attempting to gain access to the Digital Banking Service. We may be required to change your Access ID and/or require you to change your Passcode and/or Security Questions occasionally for security reasons. We recommend you memorize your Credentials to prevent unauthorized use of the Digital Banking Service. Any person(s) or entity with access to your Credentials can access the Digital Banking Service and perform all transactions, including reviewing Account information and potentially making Transfers to other Accounts and other persons.

You agree to change or modify your Passcode and/or Security Questions if instructed by the Bank to ensure information security. If you believe your Credentials have been stolen, compromised, or otherwise become known to persons other than you, or if you believe any transaction or activity is unauthorized or in error, please notify us immediately. We may issue you new Credentials as soon as reasonably practicable in any actual or threatened security breach. Still, we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you, your employees', or agents' failure to keep Credentials confidential and secure.

We reserve the right to limit, suspend, and deny your access to one or more Account(s) or any part of the Digital Banking Service or deny transactions if we reasonably believe your Credentials have been obtained or are in use by an unauthorized person or entity. We may try to notify you in advance but cannot guarantee we will do so.

**12. Internal Transfers.** Internal Transfers allow you to electronically transfer funds between Resource Bank accounts assigned to your Access ID. You are fully obligated to provide sufficient funds for any payments or transfers you authorize. If you schedule a Transfer for a future date, the transaction will process after the close of business on that date if that day is a Business Day.

**13. External Transfers.** External Transfers are completed through our Online Banking Service, allowing you to transfer funds to and from your eligible accounts at Resource Bank and other eligible accounts held by you at other U.S. Financial institutions. You may only request transfers between accounts that have the same owner(s) listed on each account.

You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the National Automated Clearing House Association (NACHA), the Federal Reserve Banking System, and all applicable state and federal law. You agree not to affect any funds transfers from or to an account that are in violation of the rules or regulations designed to prevent the transfer of funds in violation of the OFAC (Office of Foreign Assets Control) regulations. You further expressly agree not to originate any transactions which violate the laws of the United States of America.

All External Account access will be conducted through our Online Banking Service. Enrollment in new External Transfer Accounts will be initiated through Online Banking. Once an account is granted access, transfers can be submitted through the Online Banking or Mobile App. Not all account types are eligible for External Transfers.

By setting up an External Transfer Account, you represent and warrant that you are an owner with full authority to authorize credit and debit transfers between your External Account and your Resource Bank account. Any Non-Account Signers who have access through Online Banking to view accounts will not be eligible for External Account Transfers. You understand that Resource Bank must rely on the information provided by you and you authorize the Bank to act on any transfer request or instruction which has been or reasonably appears to have been sent by you. The Bank is not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You also understand if you provide the Bank with incorrect information, or if there is any error in your transfer request or other instruction, you will accept full responsibility for losses resulting from these errors, duplication, ambiguities, or fraud in the information you provide.

Timing of deposits for both Credits and Debits to External Accounts as well as Resource Bank Accounts will be dependent on when the transfer is established and the Risk Rating assigned to the customer. When initiating Credits to External Accounts it may take up to 4 business days for the Credit to post to the External Account. When initiating Debits to an External Account it may take up to 4 business days for the Credit to post to the Resource Bank account. Any variation to this timing will be at the sole discretion of Resource Bank. Credits posting early to an External Account will be at the sole discretion of the receiving Financial Institution. Resource Bank is not responsible for other financial institutions cutoff times or requirements.

At the time of an External Account Transfer Request, the processing date and posting date of the funds will be disclosed to the customer.

Each new External Account that is linked through this service will require separate validation. Validation occurs after two micro-deposits are successfully confirmed within Online Banking. Resource Bank reserves the right to evaluate each External Account within Online Banking independently of any other External Accounts that may be established for any given access. Resource Bank reserves the right to remove or deny any External Account at its sole discretion.

Transactional dollar limits will be imposed for credit and debit transfers. These initial limits will be disclosed to you upon approval of the External Account. Resource Bank reserves the right to adjust these limits by raising or lowering the initial limit granted. The limit(s) will apply to all External Accounts listed under a single Internet Banking sign on. Available limit will be calculated by subtracting any pending and in process External Transfers already existing. The limit will be available again after items have completed posting.

Resource Bank reserves the right to remove access to External Transfers and/or External Transfer Account(s) at its sole discretion without notification for any reason. Any abuse or misuse of the service will constitute grounds for termination of all Digital Banking Services.

**14. Bill Pay.** Bill Pay schedules payments directly to utility companies, merchants, financial institutions, insurance companies, individuals, etc., within the United States. The Bill Pay Service is accessible twenty-four (24) hours a day, seven (7) days a week for scheduling payments; however, the Bank only processes payments on Business Days. **Note:** The name and address displayed on your Bill Pay items solely depend on how you have enrolled for Digital Banking. For example, if you enroll under your business but have a personal Account listed within the same Access ID, all bill payments, regardless of which Account it is for, will reflect the business name and address.

a. **Service Providers.** We offer you the Service through one or more Service Providers we have engaged in rendering some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service, and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the beginning of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

**b. Requirements for Enrolling in Bill Pay:**

- i. Account must be in good standing.
- ii. You must be 18 years of age or older.
- iii. You must be a resident of the United States or its possessions.
- iv. You must have a desktop or mobile device and Internet Browser supporting 256-bit encryption.
- v. You must have an eligible checking Account to use as your Bill Pay Account and Billing Account.

**c. Description of Service:**

- i. **Payee Information.** You must provide sufficient and accurate information in the Digital Banking Service to correctly identify your Payee(s), direct your payment, and allow the Payee to identify you as the payment source upon receipt of payment. You must provide accurate information including, but not limited to, Payee Name, Payee Mailing Address, Telephone Number, and Account Number.
- ii. **Scheduled Payment Date.** We anticipate most transactions to be delivered by the Scheduled Payment Date. Due to circumstances beyond our control, such as delays in handling or posting payments by companies or other financial institutions, some transactions may take longer to be credited to your Payee from your Billing Account. Selecting a Scheduled Payment Date in advance of your obligation's actual due date is advised to ensure that your payment

arrives on or before your due date and not after. Scheduled Payment Dates must be at least five (5) Business Days ahead of your actual due date to ensure timely delivery for items sent via Corporate Check and Laser Draft.

- iii. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.
- iv. **Payment Authorization and Payment Remittance.** By providing the Service with the names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions it receives through the site. To process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability, and any Service Guarantee (as described in the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- A. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- B. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
- C. You have not provided the Service with the correct Eligible Transaction Account information or the correct name, address, phone number, or account information for the Biller; and/or,
- D. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

- v. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be canceled or edited; therefore, a stop payment request must be submitted.
- vi. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact client care for the Service in the manner set forth in Section 13 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

- vii. **Exception Payments Requests.** Exception Payments may be scheduled through the Service; however, Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in the Bill Payment Terms) does not apply to Exception Payments.
- viii. **Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
  - A. **Presentation of electronic bills.** You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
  - B. **Paper Copies of electronic bills.** If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
  - C. **Sharing Information with Billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, and Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
  - D. **Information held by the Biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and email addresses that the Biller holds. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
  - E. **Activation.** We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
  - F. **Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers whom you have requested to send you electronic bills and from your Billers who wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing such information, you authorize us to use the information to obtain your bill data.
  - G. **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. If you do not receive notification, it is your responsibility to periodically log on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
  - H. **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in your account status, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills already in process at the time of cancellation.

- I. **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
  - J. **Accuracy and dispute of electronic bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.
  - K. This Agreement does not alter your liability or obligations between you and your Billers.
- ix. **Prohibited Transactions.**
- A. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
  - B. Payments that violate any law, statute, ordinance, or regulation; and
  - C. Payments that violate the Acceptable Use terms in Section xxi of the General Terms below; and
  - D. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
  - E. Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
  - F. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services;
  - G. Tax payments and court-ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 29 of the General Terms below of any violations of the General Terms or the Agreement generally.

- x. **Changes on Account.** You are responsible for immediately informing the Bank of name changes and/or address changes on Accounts as this information appears on Electronic, Corporate Checks, and Laser Drafts via Bill Pay.
- xi. **Payee Changes.** It is your responsibility to maintain and update any Payee information, including, but not limited to, address, Account number, etc. The Bank will not be responsible for any items returned as a result of incorrect information.
- xii. **Notices to You.** You agree that we may provide notice to you by posting it on the site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or client profile.
- xiii. **Text Messages, Calls, and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number, and/or email address), you consent to receive calls from our Service Providers and us at that number, INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

- xiv. **Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
- xv. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy to understand better our commitment to maintaining your privacy and our use and disclosure of your information.
- xvi. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
- xvii. **Bill Pay Fees.** There is no fee for initiating or deleting a standard payment through Bill Pay. If you require a payment to be expedited, a rush delivery option is available for a small fee. Fees also apply for a stop payment on a Bill Payment check.
- xviii. **Non-Sufficient Funds.** If sufficient funds are unavailable in your designated Account when the Electronic, Corporate Check, or Laser Draft (collectively "Item") is presented for payment, we may refuse to honor the Item and return it unpaid. At our sole discretion, we may elect to pay the Item regardless of the insufficient funds. In either event, your qualified designated Account will be charged the current fee for processing insufficient items, whether the Item is paid or returned, as applicable. You are responsible for any losses or penalties that may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account.
- xix. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction or for collecting, reporting, or remitting any taxes arising from any transaction.
- xx. **Failed or Returned Payment Instructions.** In using the Service, you request that our Service Provider or we attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances, will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
  - A. You will reimburse our Service Provider or us immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
  - B. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
  - C. Our Service Provider and we are authorized to report the facts concerning the return to any credit reporting agency.
- xxi. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. Our Service Providers and we have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you

to provide notice to us by the methods described in Section 29 of the General Terms below of any violations of the General Terms or the Agreement generally.

xxii. **Termination of Service.** Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Bill Payment activity for a period of 90 consecutive days, accessibility will automatically terminate. If you wish to cancel the Service, you may contact us as set forth in Section 29 of the General Terms. Any payment(s) that have begun processing before the requested cancellation date will be processed by us.

d. **Bill Pay Processing Payment Methods.** Processed means that the approved payment instructions have been received from the Bank and are now ready to pay the Subscriber's bill in one of three ways.

- i. **Electronic.** The funds for the payment are electronically sent via ACH to the Payee. Funds are debited from the Account on the Payment Due Date specified in the payment instruction.
- ii. **Corporate Check.** The funds for the payment are electronically removed from the Bill Pay Account on the Scheduled Payment Date, and a check is generated and mailed to the Payee. The check is printed with the Subscriber's name, address, Scheduled Payment Date, and payment amount. The date on the check is the Scheduled Payment Date, which is the date the payment begins processing for remittance to the Payee, and the funds are debited from the Bill Pay Account. The check numbers are eight digits in length. The check is void after 90 days.
- iii. **Laser Draft.** A check is generated and mailed to the Payee; the funds are not removed from the Account until the Payee actually negotiates the check. These checks are encoded with the routing and Account number tied in Bill Pay. The check is printed with the Subscriber's name, address, Account number, Scheduled Payment Date, and payment amount. The check number is usually 4-6 digits in length. The check is printed with "Signature on File" in place of the Subscriber's signature. The following statement is printed in the lower right-hand portion of the check: "Void after 180 days."

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time to time at our sole discretion. For certain Services, you may be able to log in to the site to view your individual transaction limits. Our Service Provider or we also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or a draft check drawn against your account. The Payment Method for a Payee is subject to change at any time and is determined by the Vendor. Processing dates are determined by the days that the Federal Reserve is open for business and is processing paper or electronic transactions. If the process date falls on a weekend or a holiday, the payment is processed on the business day before the weekend date or holiday. The payment is processed on the same or next business day if it is a direct debit. The Bank does not make the determination, nor do we have control over how bill payments are processed.

e. **Bill Pay Authorization.** By providing us with the names and Account information of the Payees to whom you wish to send payments, you authorize us to follow your payment instructions. Our receipt of your bill payment instructions authorizes us to allow funds to arrive at the designated Payee's locations as near as reasonably possible to the Scheduled Payment Date designated by you. You authorize us to issue a check drawn on your qualified designated checking Account for the requested amount. You also authorize us to credit your Bill Pay Account for payments returned to us by the United States Postal Service or any Payee, or for payments remitted to you on behalf of another Authorized Person. We shall use reasonable efforts to timely and adequately make all of your payments. The Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. We reserve the right to determine eligibility for certain types of Accounts and change such eligibility from time to time. We also reserve the right to restrict or remove access at any time. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit Account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment, or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply. If you do not notify us of any changes, you will be fully responsible for all late fees, finance charges, or other actions the Payee takes. If you schedule a payment and follow all instructions provided, and the Payee does not receive the payment in a timely manner, we will work with the Payee on your behalf to reverse late fees or charges.

- 14. My Spending.** My Spending allows users to consolidate and manage their account information kept at the Bank and/or account information accessible via third-party account providers' websites.
- a. Anonymous aggregate information, comprised of financial account balances, other financial account data, or other available data collected through your use of My Spending, may be used by our service providers and us to conduct certain analytical research, performance tracking, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data from time to time and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to improving products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
  - b. You must provide accurate, current, and complete information about yourself and your accounts maintained at Third Party Sites, as requested. You may not misrepresent your identity or your account information. For My Spending to function effectively, you must keep your registration and account information current and accurate.

**15. Mobile Banking**

- a. **Eligible Enrollees.** The mobile banking services (the "Services") are only available to you as an enrolled and approved digital banking client of Resource Bank (the "Bank"). By accepting and using the Services, you agree to comply with these Mobile Banking User Terms and all other user and account agreements between you and Resource Bank applicable to your use of the Services.
- b. **General.** Access to Resource Bank's digital banking services via your mobile device is powered by the mobile technology solution owned by Apiture, Inc. and its third-party providers (collectively the "Provider"). The Bank is the supplier of any financial services available to you through the Software (defined below), and the Provider is not responsible for any of the materials, information, products, or services made available to you through the Software.
- c. **Ownership.** You acknowledge and agree that the Provider is the owner of all rights, title, and interest in and to the mobile technology solution made available to you hereunder, including, but not limited to, any mobile applications or other downloaded Software and the computer code, scripts, interfaces and other programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you first accept the Mobile Banking User Terms.
- d. **License.** During the term of your account agreement with Resource Bank and subject to the terms and conditions of these Mobile Banking User Terms, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine-readable object code form only) in accordance with these Mobile Banking User Terms and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by these Mobile Banking User Terms are hereby reserved by the Provider. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone or web assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Provider, or Resource Bank. Upon termination, you agree to cease using the Software and immediately destroy all copies of any Software downloaded to your mobile device or otherwise in your possession or control.
- e. **Differences within the Digital Banking Platform.** Not all Services described in this Agreement may be available when you use a mobile device. Additionally, information available through Online Banking may not be available in Mobile Banking or may differ from the information available via Mobile Banking. This includes, but is not limited to, account balance information, transfer, and bill payment information.
- f. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer, or otherwise attempt to derive the source code for the Software or architecture of the Services; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Provider or Resource Bank; or (v) use the Services or Software for any improper or illegal purpose. Resource Bank reserves the right, in its reasonable discretion, to terminate or suspend your access to the Services or Software, with or without advance notice, if it has reason to believe, in its sole and reasonable discretion, that you are in breach of applicable law or these Mobile Banking User Terms, or your use of the Services and/or Software jeopardizes the integrity or security of the Services, the Software or any supporting security network infrastructure.
- g. **Updates and Upgrades.** These Mobile Banking User Terms govern any updates that replace and/or supplement the original Software unless such update is accompanied by a separate license, in which case the license terms will govern. Provider may, in its sole discretion, make updates, upgrades, or other changes to the Software. Upon request, you agree to upgrade or update your mobile device to the supported release of the Software to maintain compatibility. Provider will have no liability arising from or relating to your use of an unsupported release. Certain Software updates or upgrades may be automatically downloaded.
- h. **Mobile Check Deposit.** To the extent the Services include functionality enabling you to present an image of a legal representation, as defined by federal law, of a negotiable instrument ("check") to be deposited into your Resource Bank

checking or savings account electronically ("MCD Services"), the following supplemental terms and conditions shall also apply:

- i. You must only use current Software made available by Resource Bank through designated channels. You are responsible for all the data submitted through the MCD Services, which must accurately represent the original check(s) information.
  - ii. You agree that the electronic image of the item submitted to the Resource Bank, as defined by federal law, is a legal representation of the check for all purposes, including return check processing.
  - iii. You may experience technical or other difficulties when using the MCD Services, and neither Resource Bank nor Provider assumes any liability for any technical or other difficulties you encounter.
  - iv. Resource Bank and Provider reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. If this Service is unavailable to you, you acknowledge that you can attempt to deposit a check at a Resource Bank branch location, through a participating ATM, or by mail.
  - v. Only Resource Bank checking and savings accounts are eligible for the MCD Services.
  - vi. Resource Bank may charge a usage fee for MCD Services and reserve the right to start charging for MCD Services at any time. viii. If an item you transmit for deposit is dishonored, rejected, or otherwise returned unpaid, you agree that Resource Bank may charge back the amount of the return to the account the check was initially deposited to and assess a fee in the amount shown on Resource Bank's current Fee Schedule for a returned check. If there are insufficient funds in your account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for payment. Resource Bank may debit any account you maintain to obtain payment of your obligations under these Mobile Banking User Terms.
  - vii. You acknowledge that wireless providers may assess or impose fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions and that Resource Bank may contact you via your wireless device for any purpose concerning your banking relationship with us, including, but not limited to, account servicing and collection purposes.
  - viii. You agree to scan and deposit only "checks" as defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.
  - ix. You agree not to use the MCD Service to scan and deposit any ineligible or duplicate items.
  - x. You agree to endorse all items with your signature and print "For RB Mobile Deposit Only" on all items. Resource Bank reserves the right to reject all items that are not endorsed as specified.
  - xi. When using the MCD Service to deposit funds, such deposits are limited to the Resource Bank defined deposit segments and associated limits.
  - xii. Resource Bank reserves the right to reject any item transmitted through the MCD Service at its discretion. Resource Bank is not liable for items you do not receive or images not transmitted completely. An image is considered received when you are presented with a confirmation screen after submitting a check for deposit. You acknowledge and agree that such notification does not mean the transmission was error-free.
  - xiii. Once an item is reviewed and approved, your account will be credited according to the business date of deposit. If checks are deposited before 5:00 pm CST on a Business Day, the Bank will consider that the deposit date. If checks are deposited after 5:00 pm CST on a Business Day, weekend, or a state or federal holiday, the next Business Day will be the deposit date. xvi. You agree to retain each item submitted for deposit through the MCD Service for 14 days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the item prominently as "Void," and you agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to Resource Bank as requested to aid in the clearing and collection process or to resolve claims by third parties concerning any item. After 14 days, you agree to dispose of the item(s) in a way that prevents re-presentation for payment (i.e., shredding).
- i. **Text Messages and Notifications.** You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in a text message, etc.) You hereby consent to the receipt of text messages and other notifications (including 'in-app' or 'push' notifications from Resource Bank or Provider in connection with the Services or your business relationship with Resource Bank, provided that you may opt-out of text messages by replying STOP or as otherwise advised. Text messaging fees may apply and be assessed by your wireless carrier. You are responsible for any such text message fees.
  - j. **Consent to Use of Data.** During and after the term of your account agreement with Resource Bank, you agree that the Provider may collect, store and use technical data and related information, including, but not limited to, technical information about your device, system, and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services (if any) related to the Software. The Provider may use this information to improve its products, for diagnostic purposes, or to provide other services or technologies, provided that Provider may not share information or data in a form that personally identifies you except as necessary to provide the Services

and related services to you or Resource Bank. Provider may combine your data with other clients' data or publicly available information.

- k. **Intellectual Property.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to the Service or us, or display them in any manner that implies our sponsorship or endorsement. All rights, title, and interest in and to the Service, the portion of the site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our 'licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed. You warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
- l. **Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 29 of the General Terms below. See also Section 5 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
- m. **Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, in our sole discretion, we reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason or no reason and at any time. The remedies contained in the General Terms are cumulative. They are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- n. **Legal Restrictions.** You may not use the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be used or transferred (i) in or into any U.S. embargoed countries or (ii) by or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.
- o. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies, or instrumentalities are subject to the restrictions set forth in these Mobile Banking User Terms.
- p. **Disclaimer of Warranty.** The Software is provided on an 'as is' and 'as available' basis without warranties of any kind, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and no infringement. No warranty is provided that the Software will be free from defects or viruses or that operation of the Software will be uninterrupted. Your use of the Software and any material or services obtained or accessed via the Software is at your own discretion and risk. You are solely responsible for any damage resulting from their use. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you.
- q. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Provider or its affiliates be liable for any damages arising out of the use or inability to use the Software, including, but not limited to, any general, special, incidental, or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. In any case, the Provider's liability arising out of the use or inability to use the Software shall not exceed in the aggregate the sum of the fees paid by you for this license. Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, so some of the above limitations may not apply to you. In no event shall Provider have any liability to you or Resource Bank for service unavailability or the loss of data or fees in connection with the fraudulent use of the services or Software.

- r. **Miscellaneous.** These Mobile Banking User Terms constitute the entire agreement between you and Resource Bank concerning the subject matter. These Mobile Banking User Terms will be governed by and construed in accordance with the laws of Resource Bank Executive Office's state, Louisiana, excluding that body of laws pertaining to conflict of laws. If any provision of these Mobile Banking User Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible, and the other provisions will remain effective and enforceable. All disputes relating to these Mobile Banking User Terms are subject to the exclusive jurisdiction of the courts of the state of Louisiana. You expressly consent to jurisdiction and venue thereof and therein. These Mobile Banking User Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

**16. Digital Banking Service Limits.**

a. **External Transfers:**

- i. Maximum dollar amount allowed for transfers out of Resource Bank: \$10,000.00
- ii. Maximum dollar amount allowed for transfers into Resource Bank: \$5,000.00
- iii. The Bank reserves the right to impose limits on the amount(s) on checks that you transmit and to modify such limits from time to time.

b. **Internal Transfers:**

- i. Minimum dollar amount allowed: \$1.00
- ii. Maximum daily dollar amount: \$250,000.00

c. **Electronic, Corporate Check, and Laser Draft**

- i. Minimum dollar amount allowed: \$1.00
- ii. Maximum daily dollar amount: \$250,000.00

d. **Overnight Checks:**

- i. Minimum dollar amount allowed: \$1.00
- ii. Maximum daily dollar amount: \$250,000.00

e. **Same-Day Bill Pay:**

- i. Minimum dollar amount allowed: \$1.00
- ii. Maximum daily dollar amount: \$250,000.00

f. **Mobile Deposit:**

- i. Maximum daily deposit amount: \$50,000. The limit can be set per Access ID.
- ii. The Bank reserves the right to impose limits on the amount(s) on checks that you transmit and to modify such limits from time to time.

**17. Cutoff Times.** Any request after the cutoff time will be processed the following Business Day.

- a. **Internal Transfers:** 6:00 pm CST on any Business Day
- b. **External Transfers:** 4:00 pm CST on any Business Day
- c. **Electronic, Corporate Check, or Laser Draft:** 12:00 pm CST on any Business Day
- d. **Overnight Checks:** 3:00 pm CST on any Business Day
- e. **Same-Day Bill Pay:** 12:00 pm CST on any Business Day
- f. **Mobile Deposit:** 5:00 pm CST on any Business Day

**18. Emails.** Never send confidential information, such as Account number(s), Social Security Number(s), Tax ID Number(s), Access ID, Passcode(s), etc., through an unsecured email. We will not take action based on email requests until your message is processed and we have a reasonable opportunity to act. Therefore, you should not rely on email if you need to communicate with us immediately.

**19. Electronic Notices.** We may deliver all required disclosures and notices concerning the Digital Banking Service or your Account(s) by email or other appropriate electronic means per the Bank's Electronic Statement Delivery Authorization and Agreement. Under this Agreement, you agree that we may communicate with you electronically to any email we have for you, or at our option, another electronic mail address you have provided to us or in any other manner by law.

**20. Vendor.** You acknowledge and agree that the Digital Banking Service can be provided by an independent third-party service provider(s) ("**Vendor**") as selected by Resource Bank and that both the Vendor and the Digital Banking Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other. Therefore, by enrolling in the Digital Banking Service, you authorize Resource Bank and Vendor to process and post transactions and instructions. You further agree that a soft credit check may be pulled for limit determination or other purposes depending on the Digital Banking Service.

- 21. Termination, Suspension, or Limitation of the Digital Banking Service.** We reserve the right to terminate, suspend, or limit this Agreement, or terminate, suspend, or limit your access to the Digital Banking Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Digital Banking Service for six (6) months or longer. When your access is terminated, any Transfers or Payments will be stopped unless they are already in process or transit. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. You shall immediately discontinue the use of the Digital Banking Service upon termination. For security, if your Digital Banking Service has been terminated, you may be required to re-enroll. We reserve the right to determine your eligibility for any product or service.
- 22. Liability of Loss or Erroneous Data.** Without limiting any other provision hereof, you will bear the sole liability and risk of any erroneous or loss of data, information, transactions, or other losses which may be due to the failure of your computer or third-party communications providers for which you may rely on. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer.
- 23. Liability for Authorized Person Access Changes, including Revoked Access**
- Business Accounts.** It is your responsibility, and you agree, to notify the Bank immediately anytime an Authorized Person's access shall be changed or revoked. The request must be made by an authorized business representative, such as a director, owner, member(s), officer, etc.
  - Authorized Person in which Access was to be Changed or Revoked.** It is your responsibility, and you agree, to notify the Bank immediately if you shall no longer have access to any Account(s) or other information.

Any failure to notify the Bank, to the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any activity performed by the Authorized Person.

- 24. Your Liability for Unauthorized Transactions.** If you permit other persons to use your Confidential Information that results in unauthorized transactions, you are responsible for any Payments and Transfers they authorize from your Account(s). You are also responsible for any Deposits made to your Account(s).
- 25. Limitation of Liability.** You acknowledge and agree that your use of the digital banking service shall be at your sole risk and that the digital banking service and all information, software, products, and other content to include third-party information, products, and content included in or accessible from the sites are provided on an "as is" basis, and are subject to change at any time without notice to you, you acknowledge that we make no warranty that the digital banking service will be uninterrupted, timely, secure, or free of error unless otherwise stated on the site or in any applicable agreement.

Except as expressly set forth herein or where the law requires a different standard, we shall not be responsible for any loss, damage, or injury or for any consequential, punitive, direct, indirect, special, incidental, exemplary, or damages, including lost profits, arising from or related to the system, equipment, browser, and/or the installation or maintenance thereof, access to or use of the digital banking service, your granting us screen sharing or remote control access to your computer systems for technology support, failure of electronic or mechanical equipment, the internet, the system, or communication lines, telephone, or other interconnect problems, errors, configuration problems or incompatibility of computer hardware, software, the internet or the system, failure or unavailability of internet access, problems with internet service providers, problems or delays with intermediate computer or communication networks or facilities, problems with data transmission facilities or any other problems you experience due to causes beyond our control.

We make no representation or warranty, either express or implied, to you as to any computer hardware, software, or equipment used in connection with the services (including, without limitation, your computer systems or related equipment, your software, or your internet service provider or its equipment), or as to the suitability or compatibility of our software, internet-delivered service, equipment or communication interfaces with those that you use, or as to whether any software or internet-delivered service will perform uninterruptedly, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

We shall not be responsible or liable for any errors or failures resulting from defects in or malfunctions of your computer hardware or software, for the quality of performance or lack of performance of any computer software or hardware or internet-delivered services supplied by us to you in connection with this agreement, or for the transmission or failure of transmission of any information from you to us or from us to you. We shall not be responsible for notifying you of any upgrades or enhancements to your computer hardware or software.

- 26. Indemnity.** You acknowledge and agree that you are personally responsible for your conduct while using the Digital Banking Service and agree to indemnify and hold us and our officers, directors, employees, affiliates, service providers, and agents harmless from and against any loss, damage, liability, cost, or expense of any kind including, but not limited to, reasonable attorney's fees that we may incur in connection with a third-party claim or otherwise, in relation to your use of the Digital Banking Service or the use of the Digital Banking Service by anyone using your Confidential Information and/or your Credentials or your

violation of this Agreement or the rights of any third party including, but not limited to, privacy rights. Your obligations under this paragraph shall survive termination of this Agreement.

- 27. Site Links.** The Site may contain links to other third-party websites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the linked sites' products, information, or recommendations. We are not liable for any failure of products or services advertised on those sites. Each third-party site may provide less security than we do and have a privacy policy different from ours. Your access, use, and reliance upon such content, products, or services are at your own risk.
- 28. Hours of Operation.** Except for holidays, Client Support is available to assist you from 8:00 am to 5:00 pm CST, Monday through Friday, by calling 985-801-0150.
- 29. Contact Information.** If you believe any of your Confidential Information has been lost or stolen or that someone has processed Payments, Transfers, and/or Deposits from your Account without permission, notify us IMMEDIATELY. General questions about your transactions may also be directed to Client Support at:

**Resource Bank**

**Attn: Banking Operations Department**

**1598 Ochsner Blvd., Suite 101**

**Phone: (985) 801-0150**

**Email: [Info@resource.bank](mailto:Info@resource.bank)**