

## ONLINE BANKING

### AGREEMENT AND DISCLOSURE

This Agreement and Disclosure sets forth your and our rights and responsibilities concerning the use of our Online Banking product and services. In this agreement, the words "you" and "your" mean the CUSB Bank deposit and/or loan customer(s) requesting these products and services and any authorized user(s). The words "we", "us" and "our" mean CUSB Bank. By using Online Banking, you agree to all of the terms of this agreement.

**ONLINE BANKING FEATURES:** You may access your account information by using a specific Internet User ID and password assigned to you. At the present time you may use the system to:

#### General Online Banking

- Perform account inquiries on checking, savings, certificate and loan accounts
- Obtain statement transaction detail on your accounts
- Transfer funds between your checking, savings and/or loan accounts
- Send secured email messages to Bank personnel
- Enroll for E-Statements
- View E-Statements
- Download account activity
- Submit check orders
- Place stop payment orders on checks

#### Bill Payment

- Initiate bill payments to any merchant, vendor or payee you choose

#### FEES AND CHARGES:

**There is no charge for Online Banking or Bill Payment features except as noted below**

- Normal check fees will be assessed when check orders are processed.
- Fees for stop payments and overdrafts may be assessed as disclosed in the bank's Common Features Fee Schedule that was provided to you when you opened your account or mailed to you when it was last updated.
- Per debit fees for exceeding six debit transactions in a month or statement cycle on savings accounts or money market accounts will be assessed as disclosed in your account agreement.

- Gift Cards and Rush Payments are available through Bill Payment for a fee. The fee for Gift Cards is \$2.99, and Rush Payments with overnight delivery are available for \$14.95 and 2nd day delivery payments are available for \$9.95.

**LIMITATIONS ON FREQUENCY AND AMOUNT:** According to Federal Regulations, you may not make more than six(6) preauthorized or automatic transfers from your money market or savings account during a given monthly statement period. Online Banking transfers count towards this limit. There are no limits on the number or dollar amount of transfers or payments you make from your checking account.

**BALANCES:** Balances provided through Online Banking may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

**USER ID AND PASSWORD:** The User ID and password issued to you is for your security purposes. Your password is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. You may change your password at any time by clicking on "Options". For security purposes, the system will automatically prompt you to change your password if you have not changed it in 180 days. You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

**NO SIGNATURE REQUIREMENT:** When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

**NOTICE OF LIABILITY:** Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning us at (563) 547-2040 is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your password without your permission. (If you believe your password has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission.).

If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could 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, 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 period.

If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call (563)5472040, write to us at CUSB Bank, PO Box 57, 111 North Elm St, Cresco, IA 52136, or send an email to [cusbinfo@cusb.com](mailto:cusbinfo@cusb.com).

**BILL PAY ACTIVITY:** If you do not use your bill pay service once during a 90 day time period, CUSB will deactivate your account automatically. This is a security control that is implemented to protect your account. You may contact CUSB Bank at any time to reactivate your bill pay service.

**BUSINESS DAYS:** Every day is a business day except Saturdays, Sundays, and federal holidays.

**CUTOFF TIMES:** The following cutoff times pertain to specific Internet Banking features. Transactions received after the cutoff time will be posted the following business day.

**Funds Transfers** 4:00 p.m.(Central Time)

**Bill Payments** 2:00 p.m.(Central Time)**To ensure that payment is properly credited to your account prior to the payment due date, please allow at least (5 to 7) business days from the date payment is submitted for your payment to reach your merchant, vendor or other payee.**

#### **DOCUMENTATION:**

**Periodic Statement:** You will get a monthly account statement from us on your checking or savings account.

**Confirmation or Receipt:** A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, initiate cash management transactions, or submit instructions for stop payments or check orders. This confirmation or receipt should be printed and kept for your records.

**OUR LIABILITY FOR INCOMPLETE TRANSACTIONS:** If we do not complete transactions to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to cover the transaction.
- If the money in your account is subject to legal process or other claim restricting such transaction.
- If the transaction would go over the credit limit on any line of credit.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- If any information provided by you about the payee on a bill payment is incorrect.
- If there are any delays in handling the payment by the payee.

**IN CASE OF ERRORS OR QUESTIONS:** Telephone us at (563) 547-2040, write to us at PO Box 57, 111 N Elm St, Cresco, IA 52136, or e-mail us at [cusbinfo@cusb.com](mailto:cusbinfo@cusb.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- 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.
- Tell us the dollar amount of the suspected error.
- Confirmation or Receipt number(if known)
- For bill payment errors tell us:
  - Checking account used to pay the bill
  - Payee name
  - Date the payment was sent

- Confirmation or Receipt number(if known)
- Payment amount
- Payee account number

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the account is opened.

If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transaction you make:

- To complete transactions you initiated;
- To comply with government agency or court orders;
- If you give us your written permission; or
- As otherwise permitted by law and disclosed in our Privacy Notice that was provided when you opened your account and is available on our website.

**VIRUS PROTECTION:** CUSB Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their internet access device and external media devices using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

**NOTICES:** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**TERMINATION:** You agree that we may terminate this agreement if:

- You do not use your online banking in the six months following the opening of the online service OR if you do not use your online banking account for 18 months, CUSB will cancel your online banking account automatically. This is a security control that is implemented to protect your account;
- You or any authorized user of your password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or password;

- We notify you or any other party to your account that we have cancelled or will cancel this Agreement.
- You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

The following is an addendum to the Online Banking Agreement which is only applicable to certain qualified accounts that utilize the bank's Remote Deposit Anywhere Service. This is a discretionary service and CUSB Bank reserves the right to determine if an account is qualified for this service based on length of account relationship and account activity including, but not limited to, average collected balances and prior overdraft activity.

**Remote Deposit Anywhere Service** In this Addendum ("Addendum"), the words "you" and "your" refer to you as the person or business entity entering into this agreement. The words "you" and "your" also includes any user you authorize to use the CUSB Bank Remote Deposit Anywhere Service on your behalf. The words "we", "us" and "our" refer to CUSB Bank. This Addendum to the CUSB Bank Online Banking Agreement ("Online Banking Agreement") contains the terms and conditions for the use of CUSB Bank's Remote Deposit Anywhere Service ("Service") via the CUSB Bank Mobile Banking application ("App"), or CUSB Bank Online Banking which allows you to deposit certain checks into qualified CUSB Bank deposit account. Other agreements you have entered into with CUSB Bank, including the disclosures received when opening your account, governing your CUSB Bank account, are incorporated by reference and made a part of this Addendum. Your use of the Service constitutes your acceptance of this Addendum. In the event that the Addendum and the Online Banking Agreement conflict the Addendum shall govern with respect to the service.

**1. Description of the Remote Deposit Anywhere Service** The Service enables qualified Online Banking customers to use the App or Online Banking to make certain deposits electronically by using a supported mobile device or compatible flatbed scanner as defined below in Equipment to create electronic image of a paper check or other paper source document payable only in U.S. Dollars ("Item") by scanning the Item and transmitting it and related data to us. The service enables transmission of those electronic images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to use for review and processing in accordance with this Addendum, which creates an "Electronic Item" of the paper check. After the Electronic Item is reviewed and determined eligible for processing, we will: a.create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank"); b.include the Electronic item in an electronic file for presentment directly or indirectly to the Paying Bank; or c.present or post any electronic Item for which we are the Paying Bank In order to enroll in the Service, you must be designated as an authorized signer or owner of a CUSB Bank account that is qualified for this Service and be approved by CUSB Bank. You are solely responsible for information or data that is transmitted,

supplied or key-entered by you. As conditions to CUSB Bank's provision for the Service, you shall (a) maintain your CUSB Bank account in good standing, (b) subscribe to CUSB Bank's Online Banking Service, and (c) comply with such restrictions on the Service as we communicate to you from time to time.

2. Equipment To use the Service, you must have: a.a supported mobile wireless handheld device (e.g., iPhone®; other Smartphone; iPad® or similar tablet computer; etc.) with a supported camera, Web Browser, and a supported operating system, (in each case, a "mobile device"), have a data plan for your mobile device, and download the App to your mobile device (collectively, after downloading the App, the "Mobile Device"). b.a pc or laptop with a supported Web Browser, and a supported operating system that is attached to a flat bed scanner that is TWAIN or WIA driver compatible. Contact CUSB Bank for a list of known compatible flat bed scanners. CUSB Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier or your flat bed scanner will be compatible with the Service.

3. Endorsement Before you capture the Electronic Item of any Item, you shall restrictively endorse such Item with your signature and print "For Remote Deposit Only, CUSB Bank" below your signature.

4. Eligible Items You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the Electronic Item transmitted to CUSB Bank shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code. You also agree that you will not use the Service to deposit any items that: a.Are made payable to persons or entities other than you; b.Are payable jointly, unless deposited into an account in the name of all payees c.Have any endorsement on the back other than that specified in this agreement; d.Contain alterations on the front of the Item, 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 Item is drawn; e.Are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder; f.Were previously converted to a substitute item, as defined in Reg CC, or were otherwise cashed or deposited; g.Have been previously deposited and returned; h.Have been previously submitted or deposited through the remote check deposit service or through a remote deposit capture service of another financial institution; i.Are drawn on a financial institution that is not part of the U.S. Federal Reserve Bank System; j.Are remotely created checks, as defined in Reg CC; k.Are not payable in United States currency; l.Are payable to Cash; m.Are a US Savings Bond, money order, cashier's check, or travelers check; n.Do not bear a signature of the person from whom the item is drawn or lack an issued date; o.Are postdated or dated more than 6 months prior to the date of deposit; or p.Are prohibited by CUSB Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your CUSB Bank account. Nothing in the Addendum shall be construed as requiring CUSB Bank to accept any Item for deposit unless the check and its electronic submission meet the requirements of this Addendum, even if CUSB Bank has accepted

that type of Item previously, nor shall CUSB Bank be required to identify or reject any checks. If you wish to deposit any Item in your account that is not eligible for the Service, you shall do so only by depositing the original paper check.

5. Changes to the Service CUSB Bank reserves the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. You may reject changes by discontinuing use of the Service. Your continued use of the Service after the date of any such change to the Service shall constitute your acceptance, receipt of notification of, and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in Service, and CUSB Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but CUSB Bank cannot guarantee that such notice will be provided.

6. Deposit Limits We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.

7. Fees You agree to pay the fees described in CUSB Bank's Fee Schedule that apply to your deposit account(s). CUSB Bank currently does not charge a fee for the Service on consumer accounts. There is a \$10 monthly fee for micro-business customers that use the Service. You understand and agree that fees may be changed from time to time. You further understand and agree that any fee for Service is separate and apart from any other charges that may be assessed by your wireless carrier. Your wireless carrier may charge you for data usage, any text messages, or other forms of communication sent to or received from CUSB Bank. You will be wholly responsible for any charges from your wireless carrier associated with the use of this Service.

8. Processing Your Electronic Items If you transmit your Electronic Item to CUSB Bank prior to 4:00 p.m. Central Time on any Business Day, we will review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) after 4:00 p.m. Central Time or on any non-Business Day, we shall review and process your Electronic Item(s) on the next Business Day. A "Business Day" is every day except Saturdays, Sundays and federal holidays. Your Electronic Item(s) is deemed to have been transmitted to CUSB Bank when the Service generates a confirmation message. Receipt of such confirmation does not mean that the transmission was error free or complete.

9. Availability of Funds CUSB Bank will make funds available for checks and items transmitted, accepted, and successfully processed through the Service according to CUSB Bank's standard funds availability policy for your CUSB Bank deposit account used in conjunction with the Service.

10. Item Processing If the Electronic Item transmitted to us does not comply with our processing requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the Electronic Item in the form received from you;
- b. repair or attempt to repair the Electronic Item and then further transmit it;
- c. return the data and Electronic Item to you unprocessed and charge back your account.

The Electronic Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.

We will use commercially reasonable efforts to review each Electronic Item and have the right to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service. We are not responsible for Electronic Items:

- a. that were previously processed or that we do not receive
- b. that may fail during transmission
- c. that are illegible or contains MICR data that is not machine-readable
- d. that are drawn on banks located outside the United States

11. Disposal of Transmitted Items You agree to retain and safeguard the paper check for 10 days after you have transmitted the Electronic Item. After 10 days have passed and you have verified that the funds associated with the Electronic Item have been added to your balance, you agree to prominently mark the paper check as "VOID" and properly destroy the paper check to ensure that it is not represented for payment and that all personally identifiable information on the check is not readable.

12. Warranties FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT CUSB BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY CUSB BANK IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You represent and warrant to us that:

- a. Any Electronic Item we receive accurately and legibly represents all of the information on the front and back of the original paper check as originally drawn;
- b. The information you transmit to us corresponding to a paper check contains a record of all applicable machine-readable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;



c. The paper check conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;

d. The paper check has not previously been deposited and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the paper check or the electronic Item such that the person will be asked to make payment based on a paper check that has already paid;

e. You will not redeposit through this Service any paper check previously deposited and returned to you unless we advise you otherwise;

f. After the paper check has been converted to an Electronic Item and submitted for deposit, you shall not otherwise transfer or negotiate the original paper check, substitute check or any other representation thereof. You further agree that you shall be solely responsible for the original paper checks(s), including secure retention, storage, retrieval and destruction of the original paper check(s). If necessary and upon our request, you agree to provide us with the original paper checks(s).

g. You will employ reasonable security measures sufficient to protect the paper check in transmission and storage that is only accessible by persons needing access to the paper check(s);

h. You will only transmit original paper check(s);

i. You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority. You agree to notify CUSB Bank of any suspected errors regarding items deposited through the Service right away, and to notify CUSB Bank in no event later than 60 days after the applicable CUSB Bank account statement is provided. Unless you notify CUSB Bank within 60 days of receiving your statement, you are prohibited from bringing a claim against CUSB Bank for such alleged error;

j. All information you provide to CUSB Bank is accurate and true; and

k. You will comply with this Addendum and all applicable rules, laws and regulations.

13. Ownership & License You agree that CUSB Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum. You further acknowledge and agree that a third party provider or licensor to CUSB Bank ("Licensor") is the owner of all rights, title and interest in and to the downloaded software to be used for access to the Remote Deposit Anywhere Service from CUSB Bank and the computer programs contained therein in machine readable object code

from as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software"). Subject to the terms and conditions of this Addendum, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Addendum. You shall not: (i) modify, revise or create any derivative works of the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright. Your use of the Service is subject to and conditioned upon your compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) for any purpose which would be contrary to CUSB Bank's business interest, or (ii) to CUSB Bank's actual or potential economic disadvantage in any aspect. You may use the Service only in accordance with this Addendum. 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 the Service.

#### 14. Disclaimer

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE YOUR USE OF THE SOFTWARE, CAPTURE DEVICES, SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, FREE FROM DEFECTS OR VIRUSES OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOUR USES OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

15. Limitation of Liability UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO

EVENT WILL LICENSOR, CUSB BANK, ANY OF THEIR CONTRACTORS OR PROVIDERS, OR ANY OF EACH OF THEIR 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, LIABILITY OF LICENSOR, CUSB BANK, OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE AND THE CHECK DEPOSIT SERVICE.

16. Indemnification You agree to indemnify us for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

a. Any material breach in a representation, warranty, covenant, or obligation made by you pursuant to this Addendum or the Online Banking Agreement;

b. Any claim pertaining to any warranty or indemnity that we make with respect to an Electronic Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.

c. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to (i) duplicate scanning of the same original paper check, (ii) transmission of duplicate Electronic Items, (iii) numerical errors on deposit data entry, and (iv) fraudulent or unauthorized use of your hardware or security credentials.

d. Your failure to (i) securely maintain your hardware or the original paper check(s), or (ii) properly and timely dispose of the original paper check(s) in accordance with Section 12.

17. Miscellaneous Security of Your Account Information, Mobile Device and/or Computer. You are responsible for the following:

a. Maintaining confidentiality and security. Maintaining the confidentiality and security of your Mobile Device or Computer, 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 Remote Deposit Anywhere Service (collectively, "Access Information").

b. Preventing unauthorized access. Preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Remote Deposit Anywhere Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data (collectively, "Communication") entered using the Access Information. Any communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to notify CUSB Bank immediately if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Device or Computer. CUSB Bank reserves the right to deny you access to the Remote Deposit

Anywhere Service (or any part thereof) if CUSB Bank believes that any loss, theft or unauthorized use of Access Information has occurred. An Electronic Item deposited into a consumer account is being treated as an electronic fund transfer subject to the Electronic Fund Transfer Act. For specific terms and conditions pertaining to electronic funds transfers, please refer to the Electronic Funds Transfer Disclosure provided to you at the time you opened your account(s).