

**Silver Lake Bank recently updated our E-Delivery product to include both statements and notices for deposit accounts and loans. Our agreement was updated as a result of these enhancements. All customers will need to accept the updated agreement to access online banking services. You can manage your E-Delivery options from the Statements/Notices tab on your PC.**

**Thank you for banking with Silver Lake Bank.**

## **SILVER LAKE BANK ONLINE BANKING ACCESS AGREEMENT**

**Agreement.** This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at Silver Lake Bank (Bank) through Internet Banking, Mobile Banking, Bill Pay, Cash Management, External Transfers, Electronic Delivery and other services offered from time to time (collectively "Services") by Silver Lake Bank. By using these Services you accept all the terms and conditions of this agreement. Please read it carefully. You should retain a copy of this agreement for your records.

### **You can reach Silver Lake Bank at:**

201 NW Hwy. 24  
PO Box 8330  
Topeka, KS 66608

(785) 232-0102 in the Topeka, KS area  
(877) 232-0102 toll-free outside of the Topeka, KS area

Website: [www.silverlakebank.com](http://www.silverlakebank.com)  
E-Mail: [silverexpress@silverlakebank.com](mailto:silverexpress@silverlakebank.com)

**In Person:** You may visit us in person at any one of our full-service locations. See "Locations" page on our website and mobile app for a detailed listing.

Our Business Days are Monday through Friday (excluding Federal Holidays). All transactions processed after 6:00 p.m. will be processed on the next business day.

The terms and conditions of the deposit agreements and disclosures for each of your accounts with Bank, as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with Bank and this Agreement, then the terms of your pre-existing agreements and disclosures will apply. When you use any of the Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Kansas. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (express or implied) by either party of any provision of this Agreement will not constitute a waiver of any or all of the other provisions of the Agreement. You may not assign the Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Application, constitutes the entire agreement between you and Bank with respect to the subject matter of the agreement and there are no understandings or agreements relative to which are not fully expressed herein.

If you are an individual, you agree to use our Services only for consumer transactions. A "consumer transaction" means the use of our Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account which you own or over which you're authorized to exercise control that is established primarily for personal, family or household purposes.

If you are not an individual, including, but not limited to, a sole proprietor, corporation, partnership, limited-liability company, unincorporated business entity or association, then you agree to use our Services only for non-consumer transactions. A "non-consumer transaction" means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes use of the Services if their use is not covered by the Electronic Funds Transfer Act and its implementing Regulation E. If you are using the Services for non-consumer transactions, you also agree to execute a resolution authorizing use of Services.

You agree that Bank may employ the services of third-party providers in connection with the Services and you agree to be bound by the terms and conditions of our agreements with those third-party providers. Furthermore, you acknowledge and agree that the third-party providers are not agents of Bank, and that the Bank and the third-party providers are independent contractors operating at arm's length.

**Definitions** - As used in this Agreement,

- **Account** or **accounts** means your accounts at Bank.
- **Cash Management** refers to the Corporate Cash Management features available to customers using our Services.
- **E-Notification** means the notification of bank related documents delivered in electronic rather than paper format.
- **Electronic funds transfers** means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank accounts using Services.
- **Memo Post** means any item, debit or credit, being presented to Bank for payment during the current business day.
- **Services** means the services provided pursuant to this Agreement including, but not limited to, Internet Banking, Mobile Banking, Bill Pay, Cash Management, External Transfers, and Electronic Delivery.
- **We, our, us** and **Bank** mean Silver Lake Bank.
- **You, your, Customer** and **Company** refer to the accountholder authorized by Bank to use these Services under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through these Services.

To use the Services, you must have at least one account at Bank, access to Internet service, a currently supported web browser, a mobile phone, tablet or other computer hardware and software required to access the Services, firewall hardware or software, anti-virus software, anti-spyware software and a valid e-mail address. Services can be used to access only the Bank accounts for which you are an authorized signer or have been given authorization by your Company Administrator. You may request to add or delete any of your Bank accounts from Services by requesting such changes in writing and signed by an authorized signer on each such account and forwarding them to the address listed above by mail. Access to your accounts through Services will be based upon the User ID and Password assigned by Bank. The initial User ID and Password will be issued once Bank has received a completed Internet Banking enrollment and verified your account information. For Cash Management Users, an authorized Company representative will designate a Company Administrator in writing, signed by an authorized Company representative, who will have authority to perform all functions on the Services, and can add additional users and establish their respective authority levels. Bank will not monitor transactions through Services to determine that they are made on behalf of the accountholder or that the User has the authority to initiate the transaction. As a Cash Management User, you agree that Bank will not be liable for unauthorized, fraudulent or criminal transactions made using Services.

**1. Services and Hours of Access.** You can use Services to check the balance of your Bank accounts, view account histories, transfer funds between your Bank accounts, transfer funds to others, make stop payment requests, and download account activity. If you have requested the Services Bill Payment feature, you may pay bills from your Bank accounts in the amounts and on the dates you request. Business customers requesting Cash Management features can also perform ACH Origination and process Wire Transfers.

Balance and activity information are available as of the close of business of the previous business day; transactions that have been processed for the current day may be listed on the site for informational purposes only. You can use Services seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to

emergency or scheduled system maintenance. We agree to post notice, in advance when possible, of any extended periods of non-availability with our Services.

**2. User IDs and Passwords.** Each customer requesting access to Services will be assigned a separate User ID and Password. For Cash Management Users, Bank will establish one User ID on the system for the Company, which is the "Company Administrator". The Company Administrator has the responsibility and authority to add and control the security and access level of any additional Users the Company may desire to have access to Services. You agree that the Bank will not be held liable for any losses arising from the security or account access granted to any User by the Company, or for any unauthorized, fraudulent or criminal access to the account by any person. For security purposes, each User is required to change their password upon their initial login to Silver Express Internet Banking. You acknowledge and agree that the Bank, in granting your request, shall issue to you an initial Password to facilitate your exclusive access to Services as requested herein, and said initial Password shall be kept absolutely confidential by you to ensure secured access to your accounts. Further, you agree to change the initial Password to a Password of your sole selection and choosing upon your initial access to Services. You determine what Password you will use and the identity of your Password is not communicated to us. Neither Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instructions received under your Password. You accept responsibility for the confidentiality and security of your Password and agree to change it in accordance with the Services requirements. Upon three unsuccessful attempts to use your Password, your access to Services will be suspended. To re-establish your authorization to use Services you must contact us to have your Password reset or utilize the reset password option during the sign-in process. We recommend that you create a Password that is used expressly for Services and not associated with any commonly known personal identification. The Password should be memorized rather than written down.

**3. Security.** You understand the importance of your role in preventing misuse of your accounts through Services and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your personal identification information, User ID and Password. For business customers using Cash Management Features, you understand that the Company Administrator controls, and the Company and Company Administrator are solely responsible for, the access and authorities granted on the system to additional Cash Management Users. Your User ID and Password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Services is encrypted in an effort to provide transmission security and the Service utilizes identification technology to verify that the sender and receiver of Service transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Services, or e-mail transmitted to and from us, will not be monitored or read by others.

By directing us to complete a transaction through the use of Services in conjunction with your User ID, Password and Authentication Method (i.e. security codes delivered via email or text message may be required for account holders or mobile device fingerprint), you authorize the Bank to complete such transaction. Any requests or instructions we receive from you through the Services using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, transfers, check images, changes to accounts or Services or any other communication you provide us through the Services using your User ID, Password and Authentication Method.

**4. Security Code.** Commercial account holders may be required to utilize a Security Code based on the account holders' Service needs. This can be delivered via email or text message. This requirement will be determined by bank personnel during Services Enrollment.

**5. Fees and Charges.** Bank makes no direct charges for consumer customers' use of Services other than a bill payment fees (if minimum transactions are not met). Any additional third party fees for services within Bill Pay will be listed with the specific optional service. Businesses requesting the Cash Management features will pay applicable charges. All charges are disclosed in Bank Charges. Contact bank for more information. You agree that all such fees and charges will be deducted from the Bank checking account designated as the "Primary Checking Account" on your Enrollment Form. If you

close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Services.

**6. Account Balances and Posting of Transfers.** Account balances as of the close of the business day and account transactions posted on the most recent business day are normally available on Services by 9:00 p.m. each business day (excluding weekends and holidays). The activity cutoff for each business day is 6:00 p.m., Monday through Friday. Additionally, items debited and/or credited to your account are normally updated and available on the Services throughout each business day. Although Bank agrees to use its best efforts to provide account information at these times, Bank does not guarantee that account information will be available according to this schedule. Customer can always obtain current account information during business hours by contacting the Bank. Transfers initiated through the Services before 6:00 p.m. on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. on a business day, or anytime on a Saturday, Sunday or banking holiday, will be posted at the end of the next business day. The Service identifies transfers based upon the User ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**7. Overdrafts (Order of Payments, Transfers, and other Withdrawals).** If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority.
- Electronic fund transfers initiated through Services that would result in an overdraft of your account may, at our discretion, be cancelled, including bill payments.
- Overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account in the event the electronic fund transfers initiated through Services result in an overdraft of your account, including bill payments. Customer shall pay overdrafts that occur from herein contemplated events, if any, upon demand.
- Electronic funds transfer will have priority over checks or other debits to your accounts that are received by Bank on the same business day. If there are insufficient funds in the account to pay these checks, insufficient fund charges will be assessed in accordance with the terms of your account agreement.

**8. Limits on Amounts and Frequency of Service Transactions.** The number of transfers from Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If an uncollected funds hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**9. Online Bill Payment Service.** You must designate the Bank account(s) from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment processed. If the date you want the payment processed is not a business day, your payment will be processed the next business day by 6:00 p.m. By using Services Banking Bill Payment, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your bill payments will be charged to the accounts requested by you. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

**10. Scheduling Services Bill Payments.** If the payee is to be paid by paper check (as indicated on the Payee list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is submitted. If the payee is to be paid electronically (as indicated on the "Payee List" you create), you understand and agree that the payee may not receive the payment until 3 business days after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the Service bill payment payee to properly post a payment to your account.

**11. Rejected Service Bill Payments.** If an electronic Service bill payment request "rejects" due to incorrect information (i.e. wrong account number), Bank will receive notification of the rejected item on the business day following the day your account was debited. However, your account may not be re-credited for the rejected item until the business day following notification to us. You may resubmit the payment at that time. You accept responsibility to correct the vendor information before resubmitting the rejected Service bill payment.

**12. Canceling Service Bill Payments and Stop-Payment Requests.** To cancel a bill payment that you have scheduled through the Services, you must cancel the payment using the Services by following the onscreen instructions before the payment is processed. Once the bill payment has been processed, you CANNOT cancel the bill payment through the Services.

Stopping the payment of a check is different from the cancellation of a Bill Payment. You may initiate stop-payment requests online through the Services for paper checks, including Services Bill Payment paper checks, you have issued (non-electronically) on your Bank accounts. Service stop-payment requests are not processed immediately and the Bank requires a reasonable time to act upon such requests. **If you require immediate action regarding a stop payment request, you must call us (see contact information on page 1).** To be effective, the stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we also require you to put your request in writing and submit to us within 14 days after placing the request or the stop payment may be cancelled. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

**13. External Transfers.** Within the Online Banking System, you have the option to participate in the External Transfer Service, which allows you to transfer funds between your eligible accounts at the Bank (checking, savings, and money market) and checking or savings accounts owned by you at other United States Financial Institutions, assuming that the transfer is permitted by your other financial institution and by law. Accounts at the Bank you select for this Service are referred to as "Internal Accounts", and accounts you select from among accounts you own at other financial institutions are referred to as "External Accounts". You may only transfer funds between accounts where you are an owner of both accounts and the terms and conditions of the accounts allow deposits and/or withdrawals of the type you are initiating. Transfers from an Internal Account to an External Account are referred to as "Outgoing Transfers" and Transfers from an External Account to an Internal Account are referred to as "Incoming Transfers".

In order to use the External Transfer Service, you will need to register the External Accounts that you wish to access and provide certain identifying information about each of those accounts. For Incoming Transfers, you agree that you will only attempt to register External Accounts that you own or for which you have the authority to transfer funds. You acknowledge and agree that each External Account you seek to register will be subject to a two-deposit validation process, a fraud mitigation feature that requires you to confirm account ownership by validating the amounts of two small deposits made to an External Account before Transfers can be made to or from the account.

The External Transfer Service is only available for domestic (U.S.) transfers. International transfers cannot be performed through the External Transfer service. International funds transfers may be processed through a wire transfer request.

For Outgoing Transfers, funds will be debited from your Internal Account on the Business Day for which you request the Transfer to be made (the "Scheduled Date"), and typically will be credited to the External Account on the second to third Business Day after the Transfer's Scheduled Date.

For Incoming Transfers, the funds typically will be debited from your External Account at your other financial institution on the Business Day or next Business Day after its Scheduled Date, and will be credited to your Internal Account with the Bank on the second to third Business Day after the Transfer's Scheduled Date.

The Bank is not responsible for any failure of another financial institution to act in a timely manner as described above. As a result, the Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.

You agree to have sufficient available funds in your designated Internal Account(s) at the Bank to cover all Outgoing Transfers on the Scheduled Date. If the applicable Internal Account does not have sufficient available funds on the Scheduled Date, the Bank may elect not to initiate one or more of the Transfers. If we do elect to initiate the Transfer, it may cause an overdraft in your Internal Account, in which case you will be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Other Agreements, and you agree to pay all related applicable fees.

You acknowledge and agree that Transfers made through the Automated Clearing House ("ACH") processor selected by us or directly to another financial institution, and you agree that you will be subject to the National Automated Clearing House Association "NACHA") rules or our agreement with the other financial institution, as applicable.

It is your responsibility to ensure the accuracy of any information that you enter into the System, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a Transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information you enter in the System. It is your sole responsibility, and you agree to ensure that your contact information in the System is current and accurate. We are not responsible for any Transfer processing errors or fees incurred if you fail to accurately provide information required for this Service.

**14. Initiating and Scheduling External Transfers.** The "Cut-Off Time" for initiating Transfers 3:00 Central Time, subject to change by the Bank. Any Transfer initiated after the applicable Cut-Off Time will be considered as being initiated on the next Business Day.

Transfers can be scheduled on either a one-time or on a recurring basis. The processing of one-time Transfers may be initiated immediately or scheduled for initiation on a future date. Recurring Transfers may be scheduled for up to one year in advance. The Recurring Transfer feature may be used when a set amount is transferred at regular intervals.

Immediate, one-time future dated Transfers and Recurring Transfers are available for both Incoming and Outgoing Transfers. In addition to choosing the delivery time, as described above, you will be asked to pick the date that you want us to initiate the Transfer. For example, if you direct us to initiate processing an Outgoing Transfer immediately, the funds will be debited from your Bank Internal Account on the Business Day you schedule the Transfer (as long as the Transfer is initiated prior to the Cut-Off Time for that Business Day), and typically will be credited to the External Account on the second or third business day after the Transfer is initiated.

One-time future-dated or Recurring Transfers scheduled for a weekend or a non-Business Day will be processed on the next Business Day.

**15. Cancelling External Transfers.** Subject to the limitations listed below, you can cancel one-time future-dated Transfer and Recurring Transfers up until the Cut-Off Time on the Scheduled Date. After you cancel a future-dated Transfer, the status changes to Canceled.

If you direct us to begin processing a Transfer immediately or a Transfer's status is in process or has been completed, you no longer have the right to cancel it. However, the Bank, at its option, may attempt to cancel the Transfer, subject to the limitations below.

The easiest and most convenient way to cancel a Transfer is through our Online Banking System. However, you also may request to cancel a one-time future-dated Transfer or Recurring Transfer by calling us at 785.232.0102 (only during regular business hours). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may not call and cancel a Transfer whose status is In Process or Processed.

If you attempt to cancel a Transfer using one of the methods cited above and we do not do so, we will be liable for your losses or damages, subject to the limitations below.

**16. External Transfer Dollar Limits.** Transfers will generally be limited to the lesser of (i) available funds in the Internal Account or External Account from which you have requested the Transfer, or (ii) such different limits as may be set by the Bank and are indicated for you within the Service; the Bank may change these limits at any time, subject to any notice of any decreases if required by law, but you agree that we may reduce your limits below the amounts stated above without prior notice upon occurrence of a "Disqualifying Event", as defined below. In addition, all Transfers are subject to internal review by the Bank. This review will be based on the particular accounts to and from which the Transfer is requested, the amount of the Transfer, your relationship with the Bank, a successful fraud screening and such other factors that Bank may determine to apply from time to time. In the event we determine that there are risks associated with the Transfer request or if we determine you are subject to a Disqualifying Event, we may delay or cancel the Transfer and notify you, or direct you to contact us to provide additional details on the Transfer before it is initiated or funds are released. Any Transfer initiated on a day that is not a business day begins processing on the following business day and counts toward the applicable dollar limit for the next business day.

**17. Processing External Transfers and Disqualifying Events.** A Transfer remains in process until the close of business on the applicable Scheduled Date.

A 2 to 3 Business Day delivery time is available to Customers participating in the External Transfer Service. However, you agree we may cancel a Transfer, without prior notice, upon the occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

- Any of your deposit or loan accounts with Bank are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Bank account during the current or 3 prior calendar months.
- You have had any prior Transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, past due loans or, charged off balances with the Bank, or any similar reason.

The Bank will use its best efforts to provide oral, written or electronic notice to you of rejection of a Transfer on its Scheduled Date; provided, however, that the Bank will not be liable to you for interest for its failure to give such notice.

**18. Liability for All Outgoing Transfers.** By using the External Transfer Service, you acknowledge and agree that this Agreement sets forth security procedures for Transfers initiated through this Service that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use of your Access ID and Password and we had a reasonable opportunity to act on such notice.

If we fail or delay in making a Transfer pursuant to your instructions, or if we make a Transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law or as otherwise provided in this Agreement, our liability will be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the Transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the Transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a Transfer in an erroneous amount that exceeds the amount of your instructions, or if we permit an unauthorized Transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use of your Access ID or Password as described in this Section, unless otherwise required by law or as otherwise provided in this Agreement, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the Transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest will be calculated based on the interest rate in effect for the account from which the funds were withdrawn. Unless otherwise required by law in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions or lost profits, even if we are advised in advance of the possibility of such damages. We will not be liable for your attorney's fees, except as required by law.

You expressly agree that the Bank will be liable to you only for our negligent performance or nonperformance of the services provided pursuant to the External Transfer Service, and that our responsibility will be limited to the exercise of reasonable and ordinary care. Unless otherwise required by law, the Bank will not be liable for any error or delay on the part of any third party or for any other act or omission of any third party, including without limitation third parties used by the Bank in executing any payment order relating to a Transfer or performing a related act, and no such third party shall be deemed to be our agent. Further, we will not be liable to you or any third party for failure to execute any Transfer or perform a related act if such a failure is due to causes or conditions beyond our reasonable control, including without limitation strikes, riots, insurrection, war, military, or national emergencies, acts of God, natural disasters, fire, outages of computers or associated equipment, or failure of transportation or communication methods or power supplies. Except as may be limited by applicable law, you agree to indemnify and hold the Bank and its officers, directors, employees and representatives harmless (including payment of reasonable attorney's fees) against any and all liability to third parties arising out of, or in connection with, this Agreement, the External Transfer Service or any actions taken by the Bank pursuant to your instructions.

Please examine your account statements carefully. The Bank will not be liable for interest except as otherwise set forth in this Agreement, unless the Bank is notified of the discrepancy within 30 days from the date of your account statement that reflects the Transfer.

You acknowledge and agree that if a payment order relating to a Transfer describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank on the basis of the account number, even if it identifies a person different from the named beneficiary, and that your obligation to pay the Transfer issued by you to us shall not be excused by such payment.

The Bank may at its option accept your cancellations or amendments to a Transfer. You acknowledge that if the Bank attempts to cancel or amend a Transfer, then the reversal request or amendment must be agreed to by each financial institution which has accepted a payment order related to the Transfer at issue before it will be acted upon and you further agree that the Bank will have no liability if a cancellation or amendment is not effected. You agree that you will indemnify and hold the Bank and its officers, directors, employees, and representatives harmless from and against any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs, resulting directly or indirectly from our compliance with your cancellation or amendment request.

**19. E-Bills.** E-Bills is an optional Bill Payment Service. Certain payees have agreed to provide Electronic Bills (E-Bills). E-Bills is the presentation of your bill in an electronic format through Bill Payment. The decision to participate in the E-Bills program is at the discretion of the payee. Each payee has their own criteria for establishing their E-Bills program.

Participating payees can use one of the following methods to present E-Bills to you: Direct E-Bills - we receive a file containing your bill summary information directly from the payee. This information is then presented to you in Bill Payment for payment. Indirect E-Bills - we collect and store your bill information from the payee's website. This information is then presented to you in Bill Payment for payment. You may need to supply your login information for the payee's website. When you supply the login information, you are authorizing us to access the payee's website to retrieve account information on your behalf. When you establish E-Bills with a participating payee, you will be prompted for information that the payee needs to set up the service. You will also be provided instructions and/or disclosure information for the particular payee. If you have concerns about any information that you are providing or have received, you should contact the payee directly. Delivery of E-Bills in a timely fashion is the responsibility of the payee. If you do not receive an E-Bill or have questions about your E-Bill, it is your responsibility to contact the payee directly. We are not responsible for any late charges or other adverse consequences as a result of non-delivery or untimely delivery of any E-Bills. E-Bills service can be discontinued by any parties at any time. You will be notified if we or the participating payee discontinues the E-Bills service. You can discontinue receiving E-Bills for any participating payee at any time. The payee is responsible for cancelling the service.

**20. E-Notification for E-Statements and E-Notices.** By accepting this agreement, you agree to receive E-Notification in lieu of paper statements and notices for all accounts enrolled now and in the future in Online Banking Services. If you do not consent to receiving E-Notification, you will not be able to proceed with your enrollment Services. For multi-party



accounts, consent, or withdrawal of consent to receive electronic disclosures, records, or other information by any authorized party to the account, will be effective for all account holders. With this consent, you also agree to receive in electronic form any communication normally provided on paper or emailed PDF periodic statements, including contract change in terms, Privacy Notice, and other notices that may be required by law.

**21. Your Legal Rights with E-Notification.** Certain laws and regulations may require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this disclosure and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since certain of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this E-Notification Disclosure in order to use these services. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the ability to access this E-Notification Service.

**22. How to Get Your E-Notification Delivery.** You will be notified by email that your E-Statement or E-Notice is available online to view. It is your responsibility to review all deliveries provided through E-Notification. If your email is returned as undeliverable, an attempt will be made to contact you. If contact cannot be made, paper deliveries will be sent to you through the U.S. Mail for the current and future statements and notices and your E-Notification services may be terminated. If you need a paper copy of your statements or notices, you can print it or request that we mail a paper copy. To request a paper copy, contact us as listed above. We may charge you a reasonable service charge for paper copies. Promptly review your E-Notifications and any accompanying items and notify us as listed above of any error, unauthorized signature, lack of signature, alteration, or other irregularity. Any applicable time periods within which you must notify us of errors on your account(s) as provided in any SLB account or loan disclosures, shall begin on the e-mail date regardless of when you view the E-Notification.

**23. Withdrawal of E-Notification Consent.** You may withdraw your consent at any time by contacting us or changing your preference online through Online Banking Services. At our option, we may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid e-mail address as a withdrawal of your consent to receive E-Notification. If you withdraw your consent, we will begin sending you paper periodic deliveries. Withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal. Withdrawal of E-Notification consent may result in a paper statement fee.

**24. Information Needed to Contact You Regarding E-Notification.** You are responsible for notifying us of any email address changes. Notification of any email changes should be received ten (10) days before the end of your normal statement cycle. You can also notify us by accessing your account through SLB Online Banking Services or you may visit one of our branch locations.

**25. Starting up E-Deliveries after Your Withdrawal of Consent.** If you want to receive E-Notification after you have withdrawn your consent, you can contact us or change your preference through Online Banking Services.

**26. Right to Documentation.** You will not receive a separate Services statement. Transfers to and from your accounts using Services will appear on the respective periodic statements for your Bank accounts. You can obtain a printout of transactions by contacting us at the phone numbers and addresses listed above. Bank may charge a fee for printout requests.

**27. Change in Terms.** We may change any term of this Agreement at any time. If Bank makes any change in terms that would negatively affect you, we will post any required notice of the change in terms on the Bank Web Site and/or the Services or forward it to you by e-mail or by postal mail. Your continued use of any or all of the Service indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the individual deposit agreements and disclosures.

**28. Your Liability for Unauthorized Transfers - Unauthorized Use of Services - Consumer.** If you are an individual and your account was established for personal, family or household purposes, you can lose no more than \$50.00 if someone uses Services and your User ID or Password without your permission, provided you tell us within four (4) business days. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your User ID or Password, and we can prove we could have stopped someone from using your User ID or Password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows a transfer 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. Bank may, at its sole discretion, extend the time period beyond 60 days under certain extenuating circumstances.

If you believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact us IMMEDIATELY at the contact information listed herein.

**29. Your Liability for Unauthorized Transfers - Unauthorized Use of Services - Commercial.** If you are not an individual or if your account is for other than personal, family or household purposes, you are liable for any and all unauthorized use of Services in connection with your accounts.

**30. Third Parties.** You acknowledge that we may subcontract a portion of the Services to be provided under this Agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with Services, and you will hold us harmless for any failures, acts or omissions of any third party. (All other Brand and product names are trademarks or registered trademarks of their respective owners). Features and services availability are subject to change without notice. Furthermore, you acknowledge and agree that the third-party providers are not agents of the Bank, and that the Bank and the third-party providers are independent contractors operating at arm's length.

**31. Internet Connection.** You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

**32. Malware Protection.** We are not responsible for any electronic viruses, spyware, or other malware that you may encounter. We encourage our customers to routinely scan their PC using a reliable anti-malware product and resolve any discovered issues. Undetected or non-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Spyware refers to technologies that collect information about a user without their knowledge and reports that information to a third party. Certain forms of spyware can intercept sensitive and confidential information about an organization or user, including passwords and other identifying information. It is important that customers do not access Services account information from a public computer because of the uncertainty of what malware may exist on public equipment.

**33. Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Services provided to you under this Agreement. We do not and cannot warrant that the Services will operate without errors, or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through Services.

**34. Your Right to Terminate.** You may cancel your Services at any time by providing us with written notice by postal mail or fax. Your access to Services will be terminated within 5 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**35. Our Right to Terminate.** You agree that we can terminate or limit your access to Services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Bank accounts Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- Upon 5 business days' notice, if you do not contact us to designate a new Primary Checking Account after you close your Primary Checking Account.
- Upon reasonable notice, for any other reason in our sole discretion.

**36. Consent to Electronic Delivery of Notices.** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank Web Sites and/or Service Sites and/or by e-mail. You agree to notify us immediately of any change in your e-mail address.