

**Digital Banking**  
**CentralNET Consumer & Small Business Terms and Conditions**

Revised March 2024

The Bank will make available an online banking system, known as CentralNET, which will enable the User to gain direct computer access to account balance and other information regarding the User's accounts at the Bank and to initiate internal transfers of funds between those accounts, and to enter into further agreements to initiate transfers to or from external accounts and for other banking services. The CentralNET Small Business Authorization Agreement (the "Authorization Agreement") or your consumer online enrollment sets forth the specific User accounts owned by the User (the "Accounts") which may be accessed by the User under the terms and conditions set forth herein and in the Authorization Agreement. Unless otherwise defined herein, capitalized terms used in these "Terms and Conditions" will have the meanings given them in Section 1 below. These Terms and Conditions supplement the Deposit Account Agreement governing your Account(s), as well as the disclosures we provided you when you opened your account and our Privacy Policy (collectively, the "Deposit Account Agreement"). In the event of a conflict between these Terms and Conditions and the Deposit Account Agreement, these Terms and Conditions will control.

**General Provisions**

My submission of the online enrollment or Authorization Agreement is subject to verification by the Bank, and signifies that I agree to these Terms and Conditions, as they may be amended from time to time as provided for herein.

All instructions delivered via CentralNET access will be deemed to be my written authorization to change, charge or credit my designated accounts for the transaction indicated in such instructions, and any such transactions are subject to these Terms and Conditions governing CentralNET and any other terms and conditions governing any additional services utilized in connection with such transaction. My use of CentralNET and other services constitutes my agreement to these CentralNET Terms and Conditions and any modifications thereof.

I hereby agree to these Terms and Conditions and agree to comply with all requirements herein until I terminate the services in writing. I also acknowledge receipt of the Bank's Electronic Fund Transfer Disclosures and Agreement which apply to Consumer accounts only. I also acknowledge that by entering my email address I am agreeing to the delivery

of information or promotions of Central Bank & Trust Co. affiliates via my Internet service provider (ISP) e-mail address.

You must have the ability to print or download these Terms and Conditions. You should print and/or save a copy of these Terms and Conditions for your records. Future updates will be sent electronically as further described in Section 23 below. Prior to enrolling for Central**NET** Services and accepting these Terms and Conditions, you should confirm that you have the necessary hardware and software to access Central**NET** Services and to retain a copy of these Terms and Conditions.

1. Meaning of some words. In this document:

- a. “Access Credentials” means those data security credentials such as login ID, password, and other means of identification and authentication that are created or furnished to you and that permit you to access Central**NET** Services;
- b. “Administrator” means the individual who initially enrolls on behalf of a Business customer. The Administrator is an individual who is either an authorized signer on an Eligible Business customer account or has been given access authority by an authorized signer. The Administrator is considered to have full authority to act on behalf of the Business customer;
- c. “Bank”, “we”, “us”, “our” and “ours” mean Central Bank & Trust Co., as indicated on your Authorization Agreement or online enrollment;
- d. “Business Customer” means anyone other than a Consumer who owns or holds an Eligible account at the Bank that is used primarily for purpose other than Consumer purposes;
- e. “Business Day” means Monday through Friday, excluding Federal Reserve holidays or other days when the Bank is legally closed;
- f. “Central**NET**” means the Central**NET** Consumer and/or Central**NET** Small Business online banking services;
- g. “Consumer” means a natural person who owns or holds an Eligible account at the Bank that is used primarily for personal, family or household purposes;
- h. “Email” means any electronic message sent through the Internet;
- i. “Eligible account” means accounts eligible for access through Central**NET** Services. You may request online access to any account that you own at the Bank or to any account at the Bank upon which you are an authorized signer. If you desire features of Central**NET** Services or any related services that allow you to initiate bill payments, transfers, ACH transactions, or otherwise remove funds from an Eligible Account, you must have the required withdrawal authority over the relevant Eligible Account(s). Only checking accounts may be eligible for bill payment privileges. We may make additional accounts available for bill payment services from time-to-time as allowed by law or our bill payment Service Provider;
- j. “I”, “me”, “my”, “user”, “you” and “your” refer to the person(s) who has submitted an online enrollment for Central**NET** Consumer access, or to a “qualifying small business entity” who has agreed to a Central**NET** Small Business Authorization Agreement as part of its enrollment process;
- k. “Services” means Central**NET** Services online banking services and the other features of online banking currently or hereafter offered by the Bank, including but not limited to external

transfer, bill payment, mobile banking & remote deposit capture, Zelle®, My Financial Snapshot, Alerts and extended authentication;

- l. “Service Provider” includes any agent, licensor, independent contractor or subcontractor that the Bank may involve in the provision of Central**NET** Services;
- m. “Your access credentials ” means identifying information and passwords assigned to or chosen by you or any authorized individual acting on your behalf, such as login ID, password, and other means of identification and authentication that permit you to access Central**NET** Services;
- n. “Your internal deposit accounts” means all deposit accounts maintained with us that are designated in your registration and are approved by us as deposit accounts accessible through Central**NET**;
- o. “Your internal loan accounts” means your Consumer line of credit accounts and all other loan accounts maintained with us that are designated in your registration and are approved by us as loan accounts accessible through Central**NET**;
- p. “Your registration” means your registration with us to use Central**NET**, as originally made via online enrollment or the Authorization Agreement, and as revised from time to time through instructions received via Central**NET**, in writing or in any other manner;

## 2. Warranties and Limitation on Liability

- a. The installation, maintenance, operation and use of the computer, related equipment (for example, modem, telephone or other telecommunications equipment) and software you use for Central**NET** Services are your responsibility. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR TO THE EXTENT APPLICABLE LAW REQUIRES A DIFFERENT STANDARD, WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF THE COMPUTER, RELATED EQUIPMENT OR SOFTWARE, (B) ANY FAILURE OR MALFUNCTION OF THE COMPUTER, RELATED EQUIPMENT OR SOFTWARE, (C) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT USING, ANY TELEPHONE, INTERNET ACCESS OR OTHER SERVICE YOU USE TO CONNECT TO Central**NET** SERVICES, (D) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF Central**NET** SERVICES OR (E) ANY FEATURE OR FUNCTION OF ANY OF THE SOFTWARE THAT IS NOT INVOLVED WITH Central**NET** SERVICES (FOR EXAMPLE, BUDGETING).
- b. THE BANK AND ITS SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO Central**NET** SERVICES. Central**NET** SERVICES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND NEITHER THE BANK NOR ITS SERVICE PROVIDERS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF Central**NET** SERVICES ASSUME ANY RESPONSIBILITIES WITH RESPECT TO YOUR USE THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE BANK OR ITS SERVICE PROVIDERS OR ANY OF THEIR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND

YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. IN NO EVENT WILL THE BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH YOU MAY INCUR IN CONNECTION WITH CentralNET SERVICES OR THE INTERNET GENERALLY, OR YOUR USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON CENTRALNET SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE BANK AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. IN NO EVENT SHALL THE BANK'S AND/OR ANY OF ITS SERVICE PROVIDERS' LIABILITY FOR DAMAGES, REGARDLESS OF CAUSE OR FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE (INCLUDING NEGLIGENCE, DEFAMATION, AND/OR PRIVACY ACTIONS), EXCEED THE GREATER OF (1) CentralNET SERVICES INCURRED BY YOU FOR THE MONTH DURING WHICH THE CAUSE OF ACTION OCCURRED, OR (2) ONE HUNDRED U.S. DOLLARS (U.S. \$100). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. YOU UNDERSTAND THAT IF YOU BECOME DISSATISFIED WITH CENTRALNET SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO DISCONTINUE THE SERVICES. THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE LIABILITY OF THE BANK AND/OR ANY OF ITS SERVICE PROVIDERS TO YOU WITH RESPECT TO YOUR USE OF THE CENTRALNET SERVICES.

3. Your Access Credentials. Your Access Credentials for Central**NET** are provided solely for your individual personal use and protection. You agree to: 1) follow the current terms and conditions governing use of Central**NET**; 2) keep your Access Credentials safe and not permit anyone else to use them; 3) not record or make the Access Credentials for Central**NET** available to anyone else; 4) avoid using any personal identification number for any card that is tied to any of your deposit accounts as any of your confidential access credentials ; and 5) immediately report to the Bank any loss, theft, known or suspected unauthorized use or disclosure of your Access Credentials. For reasons of security, the Bank can cancel the effectiveness of any of your Access Credentials at any time without giving you or any authorized individual acting on your behalf in connection with Central**NET** any notice that the cancellation is going to occur.

4. Your responsibility for transactions. You will be responsible for each transaction directed by any order that is given through Central**NET** by you, any authorized individual acting on your behalf or anyone else that you have allowed to have your Access Credentials in connection with Central**NET** Services.

5. Central**NET** Features. Subject to the provisions of these Terms and Conditions and as

designated in your online enrollment process or Authorization Agreement, Central**NET** can be used for the following activities:

- a. Account inquiries for balances, rates, etc.;
- b. Copies of periodic statements;
- c. An order to us to make a non-recurring or recurring transfer of funds from any of your internal deposit accounts to any other of your internal deposit accounts, or any of your loan accounts, as long as your online enrollment process or Authorization Agreement registration properly designates the account(s) from which and to which transfers may be made;
- d. Transfers to accounts at other financial institutions (external transfers)\*;
- e. Secure emails through the Central**NET** secure messaging system;
- f. Online check reorders;
- g. An order to us to stop, or to renew any order to stop, the payment of a check written on any of your internal deposit accounts that are accessible by check. Any order to stop, or to renew any order to stop, the payment of a check given to us through Central**NET** will be subject to our general rules concerning stop payment orders, or to renew an order to stop, the payment of a check set forth in the Deposit Account Agreement;
- h. Bill payment to third parties with whom you have an account relationship\*;
- i. Account inquiries, deposits, and transfers using our mobile banking services (Central**MOBILE**)\*;
- j. Remote deposit capture services using our mobile banking services\*; and
- k. Person to person payments (Zelle)\*;
- l. Profile Alerts, Transactional Alerts and other Alerts.
- \*A separate enrollment process is required for use of these Services and their use is subject to the terms and conditions for these Services which can be accessed from <https://www.centralbank.com/personal-online-mobile-banking>.

6. Alerts. Your enrollment in Central**NET** and/or Central**MOBILE** (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Central Bank & Trust Co. account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Central Bank & Trust Co. reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Central**NET** message inbox. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address

so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 41952 at any time**. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Central*NET*. For help with SMS text alerts, text "HELP" to **41952**. In case of questions please contact Client Services at **800-637-6884**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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

7. Limitations and other rules applicable to Central*NET* Funds Transfers. The following limitations and other rules apply to transfers of funds through Central*NET*:

- a. Transfer of funds ordered through Central*NET* may be refused if there are restrictions on your right to withdraw funds from the account from which the transfer is to be made;
- b. Any transfer of funds ordered through Central*NET* will be subject to the funds being available for withdrawal in the account from which the transfer is to be made;
- c. When any order to us to make a transfer of funds given through Central*NET* exceeds the amount of money available for withdrawal from the account, we can either (i) make the transfer, in which case you will be liable for the excess, or (ii) refuse to make the transfer. In either case,

you will be liable for any fee applicable to the withdrawal or attempted withdrawal when funds are not available;

- d. For reasons of security, we can, at any time and without prior notice, refuse to honor any order to us to make a transfer of funds given through Central**NET**;
- e. We can, at any time and without prior notice, refuse to honor any order for a transfer of funds through Central**NET** if the order reasonably appears to be fraudulent or erroneous;
- f. If an order to make a transfer of funds or payment through Central**NET** contains an inconsistency between the name and account number or other identifying numbers of an account, payee, financial institution or other party, we may treat the number you provide as controlling and rely on it in processing the order;
- g. When an order for a transfer of funds from a Consumer Internal loan account given through Central**NET** is to be charged against the account, if the amount of the transfer exceeds the amount of credit available under the account, the system will refuse to make the transfer.

8. Limitations and other rules applicable to Central**NET** Consumer Funds Transfers. The following limitations and other rules apply to transfers of funds through Central**NET** Consumer:

- a. For internal deposit accounts that are savings or money market deposit accounts, there can be no more than six transfers of funds during any monthly period from the account(s) that are (i) a transfer of funds to any other of your internal deposit accounts ordered through Central**NET** Consumer, (ii) any other computer transfer of funds to any other accounts or to a third party, (iii) a preauthorized, automatic or telephonic transfer of funds to any other account or to a third party, (iv) a transfer of funds to a third party via electronic banking card (for example, a transfer of funds to pay the purchase price of goods and services) or (v) a transfer of funds via check, draft or any other order payable to a third party;
- b. For a series of recurring transfers to be ordered through Central**NET**, the transfers must be equal in amount with frequency of weekly, every two weeks, twice a month, every four weeks, monthly, every two months, quarterly, every six months, or annually at regular intervals.
- c. Except as described in Section 5(g), no order to us to make an immediate transfer of funds given through Central**NET** can be canceled after we have received it.

9. Limitations and other rules applicable to Central**NET** Bill Payment transactions.

The payee of any payment ordered through Central**NET** Bill Payment must be located in the United States and must not be designated as an entity with whom the Bank is prohibited from dealing.

10. Processing and charging of Central**NET** orders. If an order to transfer funds to your internal deposit account is given through Central**NET** and is received by us on any of our Business Days by 10:00 p.m. Eastern Time, the order may be processed and charged against the account from which the transfer is to be made that day. If the order is received by us on any of our business days after 10:00 p.m. eastern time, it may be processed and charged against the account from which the transfer is to be made our next Business Day.

If the order is received by us on any of our non-Business Days it will be processed and charged against the account from which the transfer is to be made on our next Business Day.

11. Authorization and appointment of agent. You authorize us and appoint us as your agent to take, on your behalf, any action we believe necessary or appropriate to implement any funds transfer through Central**NET** or to correct any error in crediting or charging any account in connection with any order through Central**NET**. For example, you authorize us and appoint us as your agent to, on your behalf:

- a. Withdraw money from any of your internal deposit accounts and deposit the money in any other of your internal deposit accounts in order to implement any order to us to transfer funds from the first account to the other account given through Central**NET**;
- b. Withdraw money from any of your internal deposit accounts and use the money to make any payment to any of your internal loan accounts in order to implement any order to us to transfer funds from the internal deposit account to the internal loan account given through Central**NET**;
- c. Obtain an advance from your Central Bank Consumer internal loan account and deposit the proceeds into your internal deposit account.

Our completion of your authorization to transfer funds from any of your internal deposit accounts or to advance funds from your Central Bank Consumer internal loan accounts pursuant to the authorization given and your appointment of the Bank as your agent above or in the Authorization Agreement will be as effective as though you had signed a check, withdrawal form or other document to make the transfer or to obtain the advance.

12. Fees. You must pay us each fee that we impose for the use of Central**NET** or any feature of Central**NET**. You authorize us to charge the fee against the account designated during the transaction if funds are unavailable in that account to charge any of your internal deposit accounts now or in the future. We can at any time establish a new fee or change an existing fee applicable to the use of Central**NET** or any feature of Central**NET**. If we establish a new fee or increase an existing fee applicable to the use of Central**NET** or any feature of Central**NET**, we will send or deliver to you any notice of the establishment of the new fee or increase in the existing fee that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the establishment of the new fee or increase in the existing fee to you, we will either send or deliver a notice of it to you or post a notice of it on [www.centralbank.com](http://www.centralbank.com).

13. Security Procedures. We have established operating rules and security procedures for you to initiate and receive funds transfers to or from your account(s). You are responsible for the accuracy of the initial request of the transfer through Central**NET**. You are required to follow the security procedures which have been provided to you in your use of the Central**NET** Services as more fully described in Section 3 above.

14. Indemnification. You indemnify us against each liability, cost and expense (for example, if we hire an attorney for advice, litigation or any other purpose, reasonable attorneys' fees and disbursements) imposed on, incurred by or asserted against us as a direct or indirect result of accepting or following any order you give us through Central**NET**.

15. Our liability for failure to complete transactions. Our liability for damages you suffer as a result of our failure to make, on time and in the correct amount, any transfer of funds ordered by a timely and properly initiated order to us to make the transfer given through Central**NET** will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds to or from the account, but in no event will we be liable to you for any damages (for example, consequential or punitive damages) in addition to actual damages.

Whether the order is timely will be determined under Section 9. The order will not be properly initiated unless: (i) The device, related equipment and software you use for Central**NET**, Internet access and other services you use to connect to Central**NET** are properly functioning; (ii) the instructions on how to give the order to us are properly followed; (iii) the order is described in Section 5 and is correct and complete and (iv) the transfer is not subject to any limitation referred to in Section 6.

Without limiting the first sentence of this section, in no event will we be liable to you if any of the following things happen with respect to an order for a funds transfer or other transaction properly initiated by you: (i) we do not receive the order; (ii) before the order is to be charged against the account from which the transfer is to be made, your right to use Central**NET** or the features of Central**NET** involved in the transfer are cancelled; (iii) when the order is processed or is to be charged against the account from which the transfer is to be made, we in good faith believe that the order was given without your authorization (for example, because any of your access credentials have been reported lost or stolen) or are fraudulent; (iv) the order is to make a transfer and, before the order is to be charged against the account from which the transfer is to be made, either that account or the account to which the transfer is to be made is closed; (v) the account from which the transfer is to be made is a deposit account and through no fault of ours, when the order is processed or is to be charged against the account, the amount of the transfer exceeds the amount of money available for withdrawal from the account; (vi) when the order is processed or is to be charged against the account from which the transfer is to be made, money in the account is subject to any hold, dispute, restriction or legal process (for example, a tax levy, a subpoena or an order providing for restraint, attachment, garnishment or execution) restricting its removal from the account or is the subject of a legal proceeding; (vii) when the order is given, the feature of Central**NET** involved in the transfer is unavailable because maintenance work is being performed on Central**NET**;

(viii) we are prevented from making the transfer by a technical malfunction and when the order is given, the individual giving it knows that Central**NET** is not functioning properly; (ix) an occurrence beyond our control that we are unable to prevent by the exercise of reasonable diligence (for example, a fire, flood, failure or malfunction of equipment or delay or loss of mail by the postal service) prevents us from properly making the transfer; (x) our failure to make the transfer is justified by any provision of these terms and conditions, by any provision of the Deposit Agreement between you and us concerning any of your deposit accounts, the agreement governing any of your loan accounts, or transfers of funds to or from any of your deposit accounts, any of your loan accounts, or by applicable law; and (xi) the order is to make a transfer from a loan account to a deposit account and through no fault of ours, when the order is processed or is to be charged against the loan account, the amount of the transfer exceeds the amount of credit available under the loan account.

16. Our liability for failure to comply with stop payment order. The stop payment order must be given in time for us to take appropriate action. One Business Day is generally sufficient for us to make the necessary bookkeeping entry. Our liability for damages you suffer as a result of our failure to comply with any order to stop any transfer of funds or payment ordered through Central**NET** that you have a right to stop under applicable law will be determined by applicable law and any agreement between you and us concerning the account from which the transfer or payment is to be made, but in no event will we be liable to you for any damages (for example, consequential or punitive damages) in addition to actual damages.

17. The Following are Provisions Applicable Only to Consumer Deposit Accounts.

- **A)** Notice of loss, theft, unauthorized use or error. If you believe, or any individual acting on your behalf in connection with Central**NET** believes, that any of your Access Credentials have been lost or stolen, that any transaction involving any of your deposit accounts, or any of your loan accounts may have been or may be made without your authorization or that we may have made an error with respect to any of your deposit accounts, or any of your loan accounts, you or that individual must contact us immediately. You or that individual should contact us as follows:

Telephone: 800-637-6884 (during regular business hours)

Or Email us at: [centralnet@centralbank.com](mailto:centralnet@centralbank.com)

Or write to:

Central Bank

Attention: Central**NET** Client Services

PO Box 1360

Lexington, Kentucky 40588-1360

For more information on your rights and obligations concerning unauthorized or erroneous Transactions, please refer to our Electronic Funds Transfer Disclosure Statement and Agreement which was provided to you at account opening and which can be located here:

<https://www.centralbank.com/customer-service/terms-conditions/ebanking-terms-conditions/>

- **B) Liability for unauthorized use.** Your liability for any loss of money taken from any of your internal deposit accounts, or any of your internal loan accounts in any transaction or series of transactions ordered through Central**NET** by an order or orders to us initiated by the use of any of your access credentials will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds from the account, but:

1. In no event will we be liable to you for any loss of money taken from the internal deposit or loan account in any transaction or series of transactions ordered through Central**NET** by an order or orders to us initiated by the use of any of your access credentials by anyone else that you allow knowledge of or access to any of your Access Credentials or any individual acting on your behalf in connection with Central**NET**;

2. In no event will we be liable to you for any loss of money taken from the internal deposit or loan account in any transaction or series of transactions ordered through Central**NET** by an order or orders to us initiated by the use of any of your access credentials unless we fail to exercise ordinary care in processing the transaction or transactions;

3. In the case of any loss of money taken from the internal deposit or loan account in any transaction or series of transactions ordered through Central**NET** by an order or orders to us initiated by the use of any of your Access Credentials, our liability will be limited to the amount of the transaction or transactions less any amount that, even with our exercise of ordinary care, would have been lost.

18. Provisions Applicable Only to Business Customers. The following terms and conditions apply to Business Customers and control the use of Central**NET** Services by a Business Customer.

- **(A) Protecting Your Account(s)**  
Central**NET** will allow Business Customers to establish Access Credentials. BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE THE APPOINTMENT OF AN

ADMINISTRATOR BY PROVIDING THE BANK WITH AUTHORIZING DOCUMENTATION ACCEPTABLE TO THE BANK.

- **(B) Business Customer Liability**

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS ADMINISTRATOR HAS THE ALL AUTHORITY NECESSARY TO INITIATE TRANSACTIONS THROUGH CENTRALNET AND TO OTHERWISE CONDUCT ONLINE BANKING BUSINESS. UPON REQUEST, BUSINESS CUSTOMER SHALL PROVIDE BANK WITH EVIDENCE SATISFACTORY TO US OF THE BUSINESS CUSTOMER'S AUTHORITY TO EXECUTE AND PERFORM ITS OBLIGATIONS HEREUNDER WHICH SHALL CONSIST OF BUSINESS CUSTOMER'S AUTHORIZING RESOLUTIONS AND INCUMBENCY CERTIFICATE CERTIFIED BY ITS CORPORATE SECRETARY OR SIMILAR OFFICER, AND SUCH OTHER DOCUMENTS AS THE BANK MAY REASONABLY REQUIRE. THE BANK IS ENTITLED TO RELY UPON SUCH EVIDENCE AND UPON AMENDMENTS THERETO EXECUTED BY AN AUTHORIZED PERSON. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS CENTRALNET SERVICES BY IT OR ON ITS BEHALF.

Business Customer further represents and warrants, as of the date of these Terms and Conditions, and the date of any transaction entered into by use of the Services that: (i) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) it has all the requisite power and authority to execute and deliver these Terms and Conditions or other documentation relating to these Terms and Conditions, and to perform its obligations under these Terms and Conditions; (iii) these Terms and Conditions have been duly authorized by its governing body and have been executed by it and constitutes its legal, valid and binding obligation; (iv) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any statutory or contractual restriction binding on or affecting it or any of its assets; (v) these Terms and Conditions are, and its obligations with respect to any of the Services hereafter obtained or entered into will be, binding upon and enforceable against it in accordance with their terms (subject to applicable principles of equity and bankruptcy and insolvency laws); (vi) any consents or authorization of, or filing and registration with, any governmental authority required under applicable law or regulations for Business Customer to make and perform these Terms and Conditions have been obtained and are in full force and effect; and (vii) there are no actions, proceedings or claims pending or, to the best of its knowledge, threatened, the adverse determination of which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under, or affect the validity or enforceability of, these Terms and Conditions or any transaction contemplated hereby.

BUSINESS CUSTOMER AUTHORIZES BANK AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN ACCESS CREDENTIAL OF ANY ADMINISTRATOR.

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. BANK AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN ADMINISTRATOR OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE CENTRALNET SERVICE OR COMPANY ACCOUNTS BY ITS ADMINISTRATOR OR AS A RESULT OF A COMPROMISED DEVICE OR DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS BANK AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS CREDENTIAL OF BUSINESS CUSTOMER'S ADMINISTRATOR REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN ADMINISTRATOR.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE THE ADMINISTRATOR TO KEEP ACCESS CREDENTIALS SECURE AND STRICTLY CONFIDENTIAL;
- IMMEDIATELY NOTIFY US AND SELECT NEW ACCESS CREDENTIALS IF YOU OR YOUR ADMINISTRATOR BELIEVES THEIR ACCESS CREDENTIALS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE ACCESS CREDENTIALS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT ACCESS CREDENTIALS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR DEVICES USED TO ACCESS THE CENTRALNET SERVICE. BANK AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER BANK NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE INTERNET BANKING SERVICE USING A VALID ACCESS CREDENTIAL.

- **(C) Commercially Reasonable Security Procedures**

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE. THE SECURITY PROCEDURES ARE DESCRIBED IN SECTION 20.

SPECIFICALLY, YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE CENTRALNET SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS CREDENTIALS AND THE SAME FOR YOUR ADMINISTRATOR. YOU AGREE TO NOTIFY BANK IN THE EVENT THAT YOUR USE OF THE CENTRALNET SERVICES WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE CENTRALNET SERVICES. IF YOU FAIL TO NOTIFY BANK, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE CENTRALNET SERVICES ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

- **(D) Errors and Questions**

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods: Telephone us at: 1-800-637-6884 during regular business hours; or

Write us at:  
Attention: Central**NET** Client Services  
P.O. Box 1360  
Lexington, Kentucky 40588-1360

- **(E) Liability for Unauthorized Transfers**

You must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days, after you have received notice of an unauthorized or erroneous transaction, the Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

The Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your Access Credential that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

- **(F) Limitation of Bank Liability**

THE BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THESE TERMS AND CONDITIONS AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. THE BANK AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, ADMINISTRATORS;

- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;

- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THESE TERMS AND CONDITIONS, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, CIVIL UNREST, LABOR DISPUTES, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN THE BANK AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL;

- THE BUSINESS CUSTOMER'S ACTIONS OR OMISSIONS, OR THOSE OF THIRD PARTIES THAT ARE NOT WITHIN OUR IMMEDIATE AND REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION THE ACTIONS OF ANY THIRD PARTY NETWORK OR SERVICES PROVIDER NECESSARY FOR THE PERFORMANCE OF THE SERVICES;
  
- THE BUSINESS CUSTOMER'S NEGLIGENCE OR BREACH OF ANY AGREEMENT WITH US ;
  
- ANY AMBIGUITY, INACCURACY OR OMISSION IN ANY INSTRUCTION OR INFORMATION PROVIDED TO US, OR THE MISUSE, THEFT, OR MISAPPROPRIATION OF ACCESS CREDENTIALS BY THE BUSINESS CUSTOMER, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTIES;
  
- ANY ERROR, FAILURE OR DELAY IN THE TRANSMISSION OR DELIVERY OF DATA, RECORDS, OR ITEMS DUE TO A BREAKDOWN IN ANY COMPUTER OR COMMUNICATIONS FACILITY;
  
- THE APPLICATION OF ANY GOVERNMENT OR FUNDS-TRANSFER SYSTEM RULE, GUIDELINE, POLICY OR REGULATION;
  
- THE LACK OF AVAILABLE FUNDS IN THE CUSTOMER'S ACCOUNT TO COMPLETE A TRANSACTION;
  
- OUR INABILITY TO CONFIRM TO ITS SATISFACTION THE AUTHORITY OF ANY PERSON TO ACT ON THE CUSTOMER'S BEHALF; OR
  
- THE CUSTOMER'S FAILURE TO FOLLOW ANY APPLICABLE SOFTWARE MANUFACTURER'S RECOMMENDATIONS, THE BANKS'S SERVICES INSTRUCTIONS, OR THE CUSTOMER'S OBLIGATIONS WITH RESPECT TO THE SECURITY PROCEDURES OR ITS OWN SECURITY PROCEDURES.

IF THE BANK AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON

THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR 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 PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF ST. LOUIS FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE BANK AND ITS SERVICE PROVIDERS UNDER THESE TERMS AND CONDITIONS. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THE SERVICES.

- **(G) Indemnification**

Business Customer will defend, indemnify and hold harmless the Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank through the Central**NET** Services, (ii) any breach of the provisions of these Terms and Conditions; (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Central**NET** Services; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of the Services

19. Prohibited Uses. You agree that the following uses of Central**NET** are strictly prohibited, and you agree to indemnify, hold harmless, and defend the Bank from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at your sole expense,

arising from your failure to abide by these restrictions in your use of the Central**NET** Services:

- a. Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity;
- b. Use of the Central**NET** Service in any manner that could damage, disable, overburden, or impair the Central**NET** Service or interfere with any other party's use and enjoyment of the Central**NET** Service;
- c. Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Central**NET** Service;
- d. Communicating any obscene or defamatory information; or
- e. Use of Central**NET** in violation of any telecommunication, or other local laws or regulations of your country of origin or of the United States, or in furtherance or commission of any crime or other unlawful or improper purpose.

20. Cancellation. You can cancel your right to use Central**NET** at any time by notifying us in writing. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. At any time, for any reason and without notifying you that we are going to do so, we can cancel your right to use Central**NET**. The cancellation will take effect immediately unless we decide to have it take effect later. Once the cancellation by you or us of your right to use Central**NET** takes effect, we can, but we will not have to, process any order through Central**NET** before the cancellation takes effect. The cancellation by you or us of your right to use Central**NET** will not affect any of your obligations under this agreement.

21. Messaging System. Messages sent to us through Central**NET**'s secure messaging system must not be used to communicate urgent or time sensitive information (for example, a stop payment order or a report of an unauthorized transaction or a report of a lost or stolen card involving a deposit, loan or credit card account). We will not take any action based on any message sent to us through Central**NET** until we receive and have a reasonable time to act on the message.

22. Obtaining information. You consent to the recording by us, or any other party providing any service to us in connection with Central**NET** of any information, notice, order or other communication sent through Central**NET** (for example, email sent to us through Central**NET**).

23. Reasonable time to act. A reasonable time for us to act on any information, notice, order or other communication or document received by us (for example, a message sent to us through Central**NET**) is the close of business on our first business day after our business day on which we receive the information, notice, order or other communication or document.

24. Notices and change of address. Any notice we send you concerning this agreement or Central**NET** will be sent to your current mailing address shown in our records concerning this agreement or, if allowed by applicable law, sent to your current e-mail address shown in those records, posted on Central**NET**, or through a secure Central**NET** message. If your mailing address changes, you must promptly notify us in writing of the new address. If your email address changes you must promptly update it in Central**NET** or by contacting us via one of our contact points noted in sections 15 or 16. Any notice you give us concerning this agreement or Central**NET** must be given in writing unless applicable law provides that it can be given in any other way.

25. Changes in agreement. No change in this agreement can be made except in a writing signed by us. We can change this agreement at any time. We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the change to you, we will either send or deliver a notice of it to you or post a notice on Central**NET**, or through a secure Central**NET** message.

26. Change in Central**NET**. We can change Central**NET** at any time by adding, deleting or changing any feature of Central**NET**. We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. By the use of any added or changed feature of Central**NET** by you or any authorized individual acting on your behalf in connection with Central**NET**, you will be agreeing to be bound by all our requirements relating to the added or changed feature.

27. No notice or loss of rights. We can exercise, give up, and fail to exercise or delay exercising any of our rights with respect to you or Central**NET** without notifying you. By exercising, failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights.

28. Giving up rights. None of our rights with respect to you or Central**NET** can be given up by us except in a writing signed by us.

29. No transfer of rights and obligations. You cannot transfer any of your rights and obligations under this agreement or with respect to Central**NET** to anyone else. Any transfer of any of the rights and obligations will be void.

30. Ownership of Material. Copyright in the pages and in the screens displaying the

pages, and in the information and material therein and in their arrangement, is owned by the Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Central*NET* Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

31. Conflicts. If any part of this agreement conflicts with applicable law, the law will control, and this agreement will be considered changed to the extent necessary to comply with it.

32. Continued effectiveness. If any part of this agreement is determined by a court to be invalid, the rest will remain in effect.

33. What law applies? Any legal question concerning this agreement or Central*NET* will be decided in accordance with Kentucky law without regard to choice of law provisions, and is subject to applicable federal law.

34. Entire agreement. Except for any agreement between you and us concerning any of your deposit accounts, any of your loan accounts, or transfers of funds to or from any of your deposit accounts, or any of your loan accounts, this agreement is the final and complete agreement between you and us concerning Central*NET*. If any part of any agreement described in the preceding sentence is incompatible with any part of this agreement, the part of this agreement will control. Any statement concerning Central*NET* made by any of our employees or anyone else is not part of this agreement.

35. Acknowledgment and agreement. By completing the Authorization Agreement or online enrollment, using Central*NET* in any way permitted hereby or allowing anyone else to have any of your Access Credentials or to use Central*NET* in any way described herein you agree to be bound by all provisions of these Terms and Conditions and all our requirements relating to any feature of Central*NET*. Also, if any authorized individual acting on your behalf in connection with Central*NET* uses Central*NET* in any way permitted hereby or allows anyone else to have any of your Access Credentials or to use Central*NET* in any way permitted hereby you agree to be bound by all those provisions, requirements and legal terms and conditions contained herein.

## Identity Verification

Thank you for using **Central Bank** Verification Alerts combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to 39872. To cancel, text "**STOP**" to 39872 at anytime. In case of questions please contact Customer Service at 800-637-6884.

## Terms and Conditions:

- Program: **Central Bank** offers mobile access to authenticate a user over SMS. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. This program will be on-going. Message & Data rates may apply. Users will be allowed to opt out of this program at any time.
- Questions: You can contact us 800-637-6884, or send a text message with the word "**HELP**" to this number: 39872. We can answer any questions you have about the program.
- To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: 39872. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Terms & Conditions: By participating in Verification Alerts, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

## **PayBills/PayPeople/SendMoney**

### **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

Revised Date: January 2021

**These Terms and Conditions of the Bill Payment Service are in addition to the CentralNET Consumer and Small Business Terms and Conditions. In the event of a conflict between these terms and conditions and the CentralNET Consumer and Small Business Terms and Conditions, these Terms and Conditions shall control.**

**Please also refer to the Electronic Fund Transfer Disclosure and Agreement you received in conjunction with your account opening for additional terms and disclosures governing this service.**

## **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by , Central Bank & Trust Co., through our designated Service Provider, and is also used to refer to the Bank and the Service Provider where the context requires, as the providers of the Service.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments and Service fees will be debited.

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

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

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless:

- the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day, or
- the payment is sent via a laser draft, in which case the funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment.

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

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Service Provider" includes any agent, licensor, independent contractor or subcontractor that the Bank may involve in the provision of the Service.

Any capitalized terms used herein and not defined will have the meanings given those terms in the Central**NET** Consumer and Small Business Terms and Conditions.

## **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. In order to avoid any finance or late charge, 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.

## **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your Biller's account. The Service will bear responsibility for any late payment related charges incurred by you up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order 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 Payment 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 Payment 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. If Payment Instruction contains an inconsistency between the name and account number or other identifying numbers of an account, Biller, financial institution or other party, the Service may treat the account number you have provided as controlling and rely upon it in processing the Payment Instruction.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee 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:

- 1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- 2. 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;
- 3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
- 4. If, for reasons of security, the Service deems it necessary to refuse to honor a Payment Instruction, or the Payment Instruction appears fraudulent or erroneous; and/or,
- 5. 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 Payment Account or causes funds from your Payment 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 Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted (see Stop Payment Requests section below).

## **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 Customer Service at 800-637-6884. You may not place a stop payment on a Payment Instruction via Central**NET**. Although the Service will make every effort 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. If we charge you to stop the payment or recover funds, then the charge for each stop payment request will be the current charge set out in our current fee schedule.

## **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Service.

## **EXCEPTION PAYMENTS**

“Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (foreign exchange), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Service; however, Exception Payments are discouraged and may be scheduled at your own risk. If we are unable to successfully complete an Exception Payment for any reason, you will receive a notification through the Service. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Service. The Service will provide reasonable assistance to you with researching and resolving any

claim resulting from an Exception Payment not having been completed as ordered; however, resolution for any misapplied, mis-posted or misdirected payments will ultimately be your responsibility and not that of the Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting 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. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation – Upon activation of the electronic bill feature the Service may 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. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the 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.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to

ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon 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.

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. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Service 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.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is 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 addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **ACCESS CREDENTIALS AND SECURITY**

You agree not to give or make available your password or other means to access your account ("Access Credentials") to any unauthorized individuals. You are responsible for

all payments you authorize using the Service. If you permit other persons to use the Service or your Access Credentials, you are responsible for any transactions they authorize. If you believe that your Access Credentials have been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-637-6884.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Immediately following your discovery of an unauthorized transaction, you shall communicate with Client Services in the manner set forth below. You acknowledge and agree that time is of the essence in such situations.

Consumer Accounts: For more information concerning your rights and obligations concerning unauthorized transfers on Consumer accounts, you should refer to the Electronic Funds Transfer Disclosures and Agreement for more information, which can be located at <https://www.centralbank.com/customer-service/terms-conditions/ebanking-terms-conditions/>.

Business Accounts: For more information concerning your rights and obligations concerning unauthorized transfers on Business accounts, you should refer to the Central*NET* Terms and Conditions.

## **ERRORS AND QUESTIONS ABOUT TRANSACTIONS USING THE SERVICE**

In case of errors or questions about your bill pay transactions, you should as soon as possible notify us via one of the following:

- 1. Telephone us at 800-637-6884 during customer service hours; M-F 8am ET – 6pm ET, Sat 9am ET – 1pm ET or
- 2. Contact us by using the application's messaging feature within Central*NET* or externally to Central*NET*@centralbank.com; and/or,
- 3. Write us at:

Central Bank  
Attn: Central*NET* Client Services  
P.O. Box 1360  
Lexington, KY 40588-1360

If you think your periodic statement for your Payment Account is incorrect or you need more information about a Service transaction listed on the statement, we must hear from

you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

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

**Consumer Accounts:** For more information concerning errors and questions about transactions on Consumer accounts, you should refer to the Electronic Funds Transfer Disclosures and Agreement, which can be located at <https://www.centralbank.com/customer-service/terms-conditions/ebanking-terms-conditions/>.

**Business Accounts:** For more information concerning errors and questions about transactions on Business accounts, you should refer to the Central*NET* Terms and Conditions.

## **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the deduction of the calculated amount from your designated Billing Account or Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- 1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

- 2. For any amount not reimbursed by you within fifteen (15) days of the initial notification, our Service Provider may impose a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts;
- 3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
- 4. The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you must contact Central*NET* Client Services via one of the following:

- 1. Telephone us at 800-637-6884 or
- 2. Sending a secure message through your Central*NET* access, or
- 3. Write us at:

Central Bank

Attn: Central*NET* Client Services

PO Box 1360

Lexington, KY 40588-1360

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or

suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you authorize the Service to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems).

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

**THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.**

# TERMS AND CONDITIONS OF THE ZELLE® AND OTHER PAYMENT SERVICES

Revised Date: March 2020

This Zelle® and Other Payment Services Terms and Conditions document (hereinafter "Agreement") is a contract between you and Central Bank & Trust Co. (hereinafter "we", "us" or "our") in connection with the Zelle and Other Payment Services (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Zelle and Other Payment Services and the portion of the Site through which the Zelle and Other Payment Services are offered.

## 1. Description of Services.

a. We have partnered with the *Zelle* Network® ("*Zelle*") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("*Zelle* Payment Service," as further described below). *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

b. In addition to the *Zelle* Payment Service, we provide other payment services under this Agreement. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via *Zelle*. Second, outside *Zelle*, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside *Zelle*, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under this Agreement are referred to as "Other Payment Services" in this Agreement. Although future-dated payments and recurring payments are outside *Zelle*, we may ultimately send those transactions via *Zelle* when the applicable date of payment arrives, in which case the applicable payment transaction is part of the *Zelle* Payment Service, not the Other Payment Services. The term "*Zelle* and Other Payment Services" means the *Zelle* Payment Service and the Other Payment Services.

c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the *Zelle* mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Client Services, which can be reached at 800-637-6884 or [centralnet@centralbank.com](mailto:centralnet@centralbank.com), is available Monday through Friday, excluding US financial institution holidays.

d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

## **2. Payment Authorization and Payment Remittance.**

a. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 20 (Prohibited Payments), you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are

obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments. The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

b. To be eligible to enroll for the Zelle and Other Payment Services, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you can form legally binding contracts under applicable law and are not a minor; (iii) you maintain one active Eligible Transaction Account with us and which account is in good standing; (iv) you have the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us; (v) you use and maintain a verified email address in connection with the Zelle and Other Payment Services; and (vi) you have previously enrolled in our Online Banking platform. By using the Zelle and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle Payment Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with *Zelle*, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you

authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

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

2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;

3. The payment is refused as described in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below;

4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### **3. Sending Payments.**

a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in *Zelle*. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in *Zelle*. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with *Zelle*, either in the Zelle Standalone Locations (defined in Section 1(c)) or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for

Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via *Zelle*. Via the Other Payment Services (defined in Section 1(b)), you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver regarding enrollment in *Zelle* and receipt of payment. If the Receiver has already enrolled in *Zelle*, then the Receiver will receive a message regarding your payment.

c. Via the Other Payment Services (defined in Section 1(b)), we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via *Zelle*. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described below in Section 29 (Errors, Questions, and Complaints).

d. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either via a Zelle Standalone Location (defined in Section 1(c)) or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and

acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

f. As to Recipients who have not yet enrolled with *Zelle*, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen calendar (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

#### **4. Receiving Payments.**

a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.

c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because

there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

**5. Requesting Payments.** You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you requested. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified for accuracy by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

**6. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services.** Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen calendar (14) days after contacting Client Services, 800-637-6884 or [centralnet@centralbank.com](mailto:centralnet@centralbank.com). If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in *Zelle* will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**7. Service Providers.** We are offering you the Zelle and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the Zelle and Other Payment Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Zelle and Other Payment Services to you, to the extent any liability attaches in connection with the Zelle and Other Payment Services pursuant to Section 40 (Limitation of Liability), we are the sole party liable to you for any payments or transfers conducted using the Zelle and Other Payment Services and we are solely responsible to you and any third party. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of this Agreement.

**8. Amendments.** We may amend this Agreement and any applicable fees and charges for the Zelle and Other Payment Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Zelle and Other Payment Services after a notice of change or after the posting of a revised version of this

Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Zelle and Other Payment Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Zelle and Other Payment Services, and/or related applications and material, and limit access to only the Zelle and Other Payment Services' more recent revisions, updates, upgrades or enhancements.

**9. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Zelle and Other Payment Services. We do not have control of, or liability for, any products or services that are paid for with our Zelle and Other Payment Services. We also do not guarantee the identity of any user of the Zelle and Other Payment Services (including but not limited to recipients to whom you send payments).

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

**11. Notices to Us Regarding the Zelle and Other Payment Services.** Except as otherwise stated below, notice to us concerning the Site or the Zelle and Other Payment Services must be sent by postal mail to: Central Bank & Trust, Attn: Client Services, P.O. Box 1360, Lexington, KY 40588-1360.

We may also be reached at 1-800-637-6884 for questions and other purposes concerning the Zelle and Other Payment Services. We will act on your telephone calls as described below in Section 29 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**12. 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 Zelle and Other Payment Services, 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 Zelle and Other Payment Services setup or customer profile. For example, users of the Zelle and Other Payment Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these

methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 11 (Notices to Us Regarding the Zelle and Other Payment Services) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each request for paper copies of any document. We reserve the right to terminate your use of the Zelle and Other Payment Services if you withdraw your consent to receive electronic communications.

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

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.

e. To cancel text messaging for the *Zelle* and Other Payment Services, send STOP to 767666. For help or information regarding text messaging for the *Zelle* and Other Payment Services, send HELP to 767666 or contact our customer service at 1-800-637-6884. You expressly consent to receipt of a text message to confirm your “STOP” request.

f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.

g. Your phone service provider is not the provider of the *Zelle* and Other Payment Services. Users of the *Zelle* Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**14. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the *Zelle* and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the *Zelle* and Other Payment Services or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, except for those fees that are specifically use-based, such as *Zelle* Payment Requests, if applicable. There may be a charge for additional

transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 25 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

**15. Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**16. Returned Payments.** In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

**17. Receipts and Transaction History.** You may view your transaction history by logging into the Zelle and Other Payment Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through the Zelle and Other Payment Services will also appear on your statement(s), to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting. We may provide different line item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our Zelle and Other Payment Services through our Site or are enrolled for the Zelle Payment Service through the *Zelle* stand-alone application.

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

**19. Privacy of Others.** If you receive information about another person through the Zelle and Other Payment Services, you agree to keep the information confidential and only use it in connection with the Zelle and Other Payment Services.

**20. Prohibited Payments.** The following types of payments are prohibited through the

Zelle and Other Payment Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

b. Payments that violate any law, statute, ordinance or regulation; and

c. Payments that violate the Acceptable Use terms in Section 21 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, 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, or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle and Other Payment Services) above of any violations of the Agreement generally.

**21. 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 Zelle and Other Payment Services, regardless of the purpose of the use, and for all communications you send through the Zelle and Other Payment Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Zelle and Other Payment Services 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 Zelle and Other Payment Services or the portion of the Site through which the Zelle and Other Payment Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Zelle and Other Payment Services, or interfere or attempt to interfere, with the Site or the Zelle and Other Payment Services; 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 11 (Notices to Us Regarding the Zelle and Other Payment Services) above of any violations of the Agreement generally.

**22. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Zelle and Other Payment Services. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Zelle and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may

include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

**23. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Client Services in the manner set forth in Section 11 (Notices to Us Regarding the Zelle and Other Payment Services) above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts.

THE ZELLE PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

**24. 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.

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

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

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

c. Any second attempt to complete the Payment Instruction will be treated as a new item for purposes of determining overdraft or NSF fees and you may pay these fees more than once in connection with a single Payment Instruction; and

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

**26. Information Authorization.** Your enrollment in the Zelle and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Zelle and Other Payment Services, to authenticate you when you log in, to send you information about the Zelle and Other Payment Services, 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 Zelle and Other Payment Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Zelle and Other Payment Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle and Other Payment Services. The following provisions in this Section apply to certain Zelle and Other Payment Services:

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

b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar

device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**27. Consent to Share Personal Information (Including Account Information).** In addition to Section 26 (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to *Zelle*, other Network Financial Institutions and other third parties for the purposes permitted in the *Zelle Network*® Participation Rules in accordance with its customary processes and procedures, and as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or

h. As otherwise permitted by the terms of our Privacy Policy.

**28. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Zelle and Other Payment Services, you may contact us as set forth in Section 11 (Notices to Us Regarding the Zelle and Other Payment Services) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle and Other Payment Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**29. Errors, Questions, and Complaints.** The provisions of this Section apply only to Eligible Transaction Accounts that are established primarily for personal, family, or household purposes.

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 11 (Notices to Us Regarding the Zelle and Other Payment Services) above.

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

1. Tell us your name;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

3. Tell us the dollar amount of the suspected error.

c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days

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

**30. Intellectual Property.** All other marks and logos related to the Zelle and Other Payment Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Zelle and Other Payment Services or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Zelle and Other Payment Services, the portion of the Site through which the Zelle and Other Payment Services are offered, the technology related to the Site and Zelle and Other Payment Services, 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 Zelle and Other Payment Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**31. Password and Security.** If you are issued or create any password or other credentials to access the Zelle and Other Payment Services or the portion of the Site through which the Zelle and Other Payment Services are 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 11 (Notices to Us

Regarding the Zelle and Other Payment Services) above. See also Section 23 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**32. 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 Zelle and Other Payment Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Zelle and Other Payment Services for any reason or no reason and at any time. The remedies contained in this Section 32 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**33. Arbitration.** You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or the Eligible Transaction Account and credit issued thereunder (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. If arbitration is chosen by any party, the following will apply:

(a) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

(b) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

(c) The arbitration will be performed in accordance with this Section 33 (Arbitration) and the rules of the chosen arbitrator in effect when the Claim is filed.

(d) Other rights that you would have if you went to court might also not be available in arbitration.

If arbitration is elected, any claim will be resolved pursuant to this provision and the American Arbitration Association (“AAA”) rules and procedures (“Rules”) in effect at the time the claim is filed. If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing similar rules and procedures will be substituted by us.

This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U. S. C. §§ 1 et seq., as amended (“FAA”). The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the AAA, which will reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

You may obtain rules and forms for the AAA by contacting the AAA at 1-800-778-7879 or [www.adr.org](http://www.adr.org).

Unless inconsistent with applicable law, each party will bear the expense of that party’s attorneys’, experts’ and witness fees, regardless of which party prevails in the arbitration. We will also pay any fees or expenses that applicable law requires us to pay.

This provision will survive termination of your Account. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the AAA Rules and this arbitration provision, this provision will govern.

**34. Law and Forum for Disputes.** Unless our account agreement with you states

otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 33 (Arbitration)) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 33 (Arbitration). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**35. Wireless Operator Data.** In addition to Section 26 (Information Authorization), you acknowledge that we or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the *Zelle* and Other Payment Services. By using the *Zelle* Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**36. Liability.** Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the *Zelle* Payment Service.

**37. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and

damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Zelle and Other Payments Services. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

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

**39. Disclaimer of Warranties.** THE SITE AND ZELLE AND OTHER PAYMENT SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ZELLE AND OTHER PAYMENT SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. *ZELLE* DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT

SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

**40. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ZELLE AND OTHER PAYMENT SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE AND OTHER PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE AND OTHER PAYMENT SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ZELLE AND OTHER PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ZELLE AND OTHER PAYMENT SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, *ZELLE*, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, *ZELLE*, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

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

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

**42. Use of Our Online Banking Site and/or Mobile App.** You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

**43. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Zelle and Other Payment Services and the portion of the Site through which the Zelle and Other Payment Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 7, 10-12, 19, 24, 25, 30, 32-34 and 37-43, as well as any other terms

which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its member care personnel), the terms of the Agreement will prevail.

#### **44. Definitions.**

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

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

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

d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Zelle and Other Payment Services fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Zelle and Other Payment Services. For the Zelle and Other Payment Services, Eligible Transaction Accounts are limited to your share draft account, i.e., your checking account.

e. "Network Financial Institutions" means financial institutions that have partnered with *Zelle*.

f. "Payment Instruction" is the information provided for a payment to be made under the Zelle and Other Payment Services, which may be further defined and described above in connection with the Zelle and Other Payment Services.

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

h. "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

i. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

j. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

k. "Service Provider" means companies that we have engaged (and their

Affiliates) to render some or all of the Zelle and Other Payment Services to you on our behalf.

“Terms and Conditions” means [insert definition here].

l. “User” means you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle*.

m. "Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

## **Terms and Conditions for External Transfer Service**

Revised January 2021

**1. Introduction.** This Terms and Conditions document (hereinafter “Agreement”) is a contract between Central Bank & Trust Co. (hereinafter “we” “us” the “Bank”) and you (hereinafter “you”) in connection with the External Transfer Service (the “Service”) offered through Central**NET** (the “Site”). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered and supplements the Central**NET** Terms & Conditions. By accessing the Service, you acknowledge that you have read and agree to this Agreement. Please read this Agreement carefully. This Agreement outlines the legally binding terms and conditions for your use of the Service.

## **2. Definitions.**

“Account” means a checking, money market or savings account.

“Affiliates” mean companies related by common ownership or control.

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

"Recipient Account" is the Account to which your funds will be credited.

"Sender" means the Transaction Account holder initiating a transfer through the Service.

"Service Provider" means any agent, licensor, independent contractor, or subcontractor that we may have engaged to render some or all of the Service to you on our behalf.

"Site" means the Central*NET* website through which the Service is offered.

"Transaction Account" is the Account from which your funds will be debited, your External Transfer Service fees will be automatically debited, or to which funds will be returned.

"Transfer Instruction" is the information provided by you to the Service for a transfer of funds to a Recipient Account.

**3. Service Providers.** We are offering you the Service through one or more "Service Providers". 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 intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

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

**5. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with the Service. We do not guarantee the identity of any user of the Service (including but not limited to Accounts to which you send payments).

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

**7. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, or by mailing it to any postal address that you have provided us unless otherwise required by applicable law. For example, users of the Service may receive certain notices (such as notice and receipt of transfers) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 28 below. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**8. Calls to You.** By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes. For example, we or our Service Provider may contact you in connection with validating or processing a transaction that you've requested through the Service.

**9. Receipts and Transaction History.** You may view at least six months of your transaction history with the applicable Service Provider by logging into your Account and looking at your Account transaction history. You

agree to review your transactions by this method instead of receiving receipts by mail.

**10. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. Our privacy policy can be viewed at:  
<https://www.centralbank.com/privacy-policy>.

**11. Eligibility.** The Service is offered only to individual residents of, or small businesses located in, the United States who / that can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an eligible Transaction Account in the name of the minor with a parent or guardian as a joint owner of the Account. Use of the Service is deemed an authorization by the non-minor owner of a Transaction Account to the use of the Service by any minor owner of a Transaction Account. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**12. Acceptable Use.** You may use the Service to transfer funds as described in section 13 below. 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. In addition, you are prohibited from using the Service for activities that: (a) violate any law, statute, ordinance or regulation; (b) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes; (c) violate any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) 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; (f) 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; (g) 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 (h) 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 28 below of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.

### **13. Transfer Authorization and Processing.**

(a) The Service enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are an owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States.

(b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in section 19 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

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

1. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed your overdraft limit or any of your Accounts with us is not in good standing within the prior three (3) calendar months;

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

3. The transfer is refused as described in section 15 below;

4. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,

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

6. You have had a prior Transfer Instruction cancelled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

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

**14. Transfer Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our Service. Please refer to our Electronic Funds Transfer Disclosure for details, which can be located at <https://www.centralbank.com/customer-service/terms-conditions/ebanking-terms-conditions/>. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

**15. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable

attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an “unclaimed funds” account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

**16. Stop Payment Requests.** If you as a Sender desire to stop any transfer that has already been processed, you must contact Client Services pursuant to section 28. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**17. Taxes.** It is your responsibility to determine what, if any, taxes apply to transfers 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 transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

**18. Service Fees and Additional Charges.** Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. If we hold both the Transaction Account and the Recipient Account, then you authorize us to deduct such amounts and charges from the Transaction Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**19. Failed Or Returned Transfers.** In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

(a) You will reimburse us immediately upon demand the transfer amount that has been returned to us;

(b) For any amount not reimbursed by you within fifteen (15) days of the initial notification, our Service Provider may impose a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts;

(c) You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit;

(d) You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and,

(e) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**20. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Client Services. Any changes in your Transaction Account or Recipient Account should also be made in accordance with the procedures outlined within the Service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, Recipient Account, or contact information.

**21. Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a transfer prohibited under this Agreement.

**22. Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

**23. Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

**24. Service Cancellation by You.** In the event you wish to cancel the Service, you may contact us via one of the below methods. Any transfer(s) we have already processed before the requested cancellation date will be completed by us.

Telephone: 800-637-6884

Email: [centralnet@centralbank.com](mailto:centralnet@centralbank.com)

Or write to:  
Central Bank  
Attention: Central*NET* Client Services  
PO Box 1360  
Lexington, KY 40588-1360

**25. Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time. Neither

termination nor suspension shall affect your liability or obligations under this Agreement.

**26. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You and we agree that this Agreement combined with the Central**NET** Terms and Conditions, and the Electronic Funds Transfer Disclosures is the complete and exclusive statement of the agreement between you and us concerning the Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours, the terms of this Agreement will prevail. If there is a conflict between the terms of this Agreement and the Central**NET** Terms and Conditions, this Agreement will control. If there is a conflict between the terms of this Agreement and the Electronic Funds Transfer Disclosures, the Electronic Funds Transfer Disclosures will control.

**27. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized transaction, you shall communicate with Client Services in the manner set forth in section 28 below. You acknowledge and agree that time is of the essence in such situations.

**Consumer Accounts:** For more information concerning your rights and obligations concerning unauthorized transfers on Consumer accounts, you should refer to the Electronic Funds Transfer Disclosures and Agreement, which can be located at <https://www.centralbank.com/customer-service/terms-conditions/ebanking-terms-conditions/>.

**Business Accounts:** For more information concerning your rights and obligations concerning unauthorized transfers on Business accounts, you should refer to the Central**NET** Terms and Conditions.

**28. Errors and Questions about Transactions Using the Service.** In case of errors or questions about your Service transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 800-637-6884 during customer service hours; M-F 8am ET – 6pm ET, Sat 9am ET – 1pm ET or

2. Contact us by using the application's messaging feature within Central*NET* or externally to [centralnet@centralbank.com](mailto:centralnet@centralbank.com); and/or,

3. Write us at:  
Central Bank  
Attn: Central*NET* Client Services  
P.O. Box 1360  
Lexington, KY 40588-1360

We will act on your emails and telephone calls as described in this section 29, but otherwise, such emails and telephone calls will not constitute legal notices under this Agreement.

If you think your periodic statement for your Account is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

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

**Consumer Accounts:** For more information concerning errors and questions about transactions on Consumer accounts, you should refer to the Electronic Funds Transfer Disclosures and Agreement, which can be located at <https://www.centralbank.com/customer-service/terms-conditions/ebanking-terms-conditions/>.

**Business Accounts:** For more information concerning errors and questions about transactions on Business accounts, you should refer to the Central*NET* Terms and Conditions.

**29. Waiver of Jury Trial.** Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third party beneficiary arising under or relating to this Agreement.

**30. Waiver of Class Action Claims.** Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Agreement as a class action.

**31. Arbitration.** Both parties agree to resolve any dispute or claim between the parties or any of their respective Affiliates or any Service Provider or other intended third party beneficiary arising under or relating to this Agreement through binding arbitration. Both parties stipulate and agree that this Agreement evidences a transaction in interstate commerce, and that the Federal Arbitration Act applies. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The only exceptions to this arbitration agreement are as follows:

a. We and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Agreement be subject to arbitration on a classwide or collective basis. Only the disputes or claims of individual parties may be arbitrated.

b. We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional limit of the small claims court, whichever is less; and the small claims court must otherwise have jurisdiction of the claim and the parties.

**32. Arbitration Procedure.** You or we may commence arbitration, at the claiming party's election, administered either by JAMS (formerly known as "Judicial Arbitration and Mediation Services"), or the American Arbitration Association ("AAA"). The arbitration shall take place before a single arbitrator, selected pursuant to the selection procedures in the applicable commercial or consumer arbitration rules of the administrator (JAMS or AAA). The JAMS or AAA rules, shall apply subject only to the following exceptions and modifications.

a. You may, if you wish, commence arbitration pursuant either to (i) the AAA Consumer Arbitration Procedures, or (ii) the JAMS “minimum standards” for consumer arbitration. In all such consumer arbitrations we will pay the balance of the applicable arbitration administrative fee to the extent required by the JAMS or AAA procedures or standards you have chosen.

b. You or we (whoever is the party commencing the arbitration) may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the claiming party selects non-appearance-based arbitration, the parties agree that the following rules shall apply: (i) the arbitration may be conducted telephonically, and/or online, or be based solely on written submissions, at the election of the party commencing the arbitration; (ii) the arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) discovery shall not be permitted.

c. When we or you (whoever is the party commencing arbitration) do not select non-appearance-based procedures, the parties agree that there shall be no discovery except whatever discovery the arbitrator determines is necessary for fair resolution of the claim or dispute.

d. Neither we nor you shall seek any award of attorney’s fees, including an award of fees from any Service Provider or other intended third party beneficiary of this Agreement, in any arbitration claim arising under or relating to this Agreement, except that the arbitrator may award attorney’s fees when (and only to the extent that) the applicable law requires an award of attorney’s fees to the prevailing party.

**33. Arbitrability Issues to Be Decided By Arbitrator.** The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

**34. Law and Forum for Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to

the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated under section 31 above) must be resolved by a court located in Fayette County, Kentucky. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**35. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.

**36. Release.** If you have a dispute with one or more other users of the Site or the Service, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by § 1542 of the California Civil Code, which reads: “Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;” or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

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

**38. Intellectual Property.** All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors.

You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our 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 a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

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

**40. 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, whether intentionally or inadvertently. 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 27 above. See also section 16 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**41. Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**42. Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR

SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 31, 32 AND 33 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

**43. Complete Agreement, Severability, Captions, and Survival.** This Agreement sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 7, 8, 26, 28-38, and 41-43, as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

### **Card Management Additional Terms**

The card management feature ("Cards") on CentralMOBILE and ("Manage Cards") on CentralNET, is offered by Central Bank (referred to herein as "CardHub") for use by Central Bank cardholders. Central Bank's CardHub is intended to allow you to initiate certain payment card related activities for your enrolled Central Bank card(s) via CardHub. Those activities may include the ability to but not limited to: • Register the card • Activate and deactivate the card • Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls") • Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts") • View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information) • Report your card as lost or stolen • Review your spending by merchant type and/or by month • View a list of merchants storing your card information for recurring or card-on-file payments • view and redeem uChoose Rewards • setup one time and recurring automatic payments for your credit card • view credit card periodic statements • turn paper credit card periodic statements off and on • download credit card activity.

In CardHub we provide you the opportunity to request to receive certain categories of electronic communications ("Electronic Communications") by ordinary mail in addition to receiving them electronically on an ongoing basis. To consent and receive Electronic Communications within CardHub select to view your credit card periodic statement and you may access your credit card statements. You may select to further receive these credit card periodic statements as Electronic Communications. If you are unable to view CardHub or Electronic Communications you will continue to receive credit card periodic statements by regular mail. If you revoke your consent to receive Electronic Communications we will automatically update your preferences to receive credit card periodic statements.

CardHub may enable access to Central Bank and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at [http://maps.google.com/help/terms\\_maps](http://maps.google.com/help/terms_maps). Html and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or such

other URLs as may be updated by Google. To the extent CardHub allows you to access third party services, Central Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you. You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via CardHub. Message and data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts. Central Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Central Bank's CardHub. It is your responsibility to keep the email address and mobile device number associated within CardHub up to date and notify the Bank upon any modifications.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to you ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to you in all areas. If you registered to receive Notifications to your mobile device, CardHub is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. CardHub is subject to transmission limitations and service interruptions. Central Bank does not guarantee that CardHub (or any portion thereof) will be available at all times or in all areas. You acknowledge and agree that certain functionality with CardHub may not be available for all transactions. Commands based upon the location of the device where CardHub is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address. You acknowledge and agree that neither Central Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Central Bank nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your device in your intended area. Central Bank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.