ZiFi Deposit Account Agreement

Effective May 2026

NOTICE OF BINDING ARBITRATION PROVISIONS APPLICABLE TO ZIFI ACCOUNTS

THIS ACCOUNT AGREEMENT CONTAINS A DISPUTE RESOLUTION SECTION THAT ALTERS YOUR LEGAL RIGHTS. IT INCLUDES A JURY WAIVER, A CLASS ACTION WAIVER AND WAIVER TO PARTICIPATE IN ANY PRIVATE ATTORNEY GENERAL AND PUBLIC INTEREST LITIGATION. SEE THE "RESOLUTION OF DISPUTES CONCERNING BUSINESS DEPOSIT ACCOUNTS AND SERVICES" SECTION AT THE END OF THIS AGREEMENT.

How to Contact Us:

Call Client Support Center at 1-800-341-7303 or
write to ATTN: ZiFi, at P.O. Box 26125, Salt Lake City, UT, 84126-0125

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TERMS AND CONDITIONS OF YOUR ACCOUNT

1. INTRODUCTION

We are pleased you have chosen to bank with us, and we look forward to serving you. This ZiFi Deposit Account Agreement contains important information about your ZiFi® Account(s). We recommend that you keep it. However, we regularly update the contents in this document, and the current version is available on our ZiFi Division websites. This document incorporates the information or documents listed below, which may have been separately supplied and/or executed:

- E-Sign Consent for Execution and Delivery of Electronic Documents ("ZiFi E-Sign Consent")
- ZiFi Digital Banking Service Agreement
- Dispute Resolution and Arbitration Agreement (contained herein)
- ZiFi Business Accounts Schedule of Fees ("Schedule of Fees")
- ZiFi Business Banking Deposit Rate Sheet
- Privacy Notice
- Any other documents or disclosures (including additional fee schedules for new products not currently offered at the time of execution of this ZiFi Deposit Account Agreement, and changes to fee schedules as well as the applicable version of the ZiFi Digital Small Business Signature Card) the Bank supplies to you relating to one or more of your ZiFi Accounts

This document, all Account Documents, including, without limitation, all those listed above constitute the terms and conditions that govern your ZiFi Accounts and many of the banking services we make available to you through ZiFi, a division of Zions Bancorporation, N.A., (collectively, the "Agreement"). Please read it carefully. For information about our privacy policies, please refer to the Privacy Notice provided to you at Account opening and on our website. Zions Bancorporation, N.A. ("Zions") is a member of the Federal Deposit Insurance Corporation ("FDIC"). Zions operates through the following additional Divisions: Amegy Bank; California Bank & Trust; The Commerce Bank Northwest; National Bank of Arizona; Nevada State Bank; Vectra Bank Colorado; and Zions Bank (each a "Division" and collectively "Divisions"). Each Division is a part of and is Zions Bancorporation, N.A. These trade names or Divisions of Zions are not separate FDIC-insured banks. The FDIC coverage extended to deposit clients is that of one insured bank. As a client of Zions your deposits are insured by the FDIC to at least $250,000 per depositor, for each account ownership category. To learn more, please visit the FDIC's website: fdic.gov/deposit.

Not all services offered at one Division are necessarily available at another Division. ZiFi offers only digital banking products, including, but not limited to, online and mobile banking services, mobile remote deposit capture (including Mobile Check Deposit Service, as defined or described in the Digital Banking Service Agreement), Internal and External Transfers and other digital banking services we may make available from time to time, subject to our sole discretion. However, ZiFi generally does not accept deposits by check or cash, whether made by mail or in person at another Division or through an ATM owned by another Division of Zions Bancorporation, N.A. In addition, at this time, electronic transfers, and other transfers or payments, or Transactions between deposit or loan accounts at different Divisions (including for purposes of cut-off times, settlement times, and funds availability), of Zions Bancorporation, N.A. may be treated as occurring between two separate financial institutions and therefore may not be processed as, or considered to be "on us."

A. What Common Terms Should I Be Aware of?

For purposes of this Agreement, unless otherwise stated, the following definitions shall apply.

TERM	DEFINITION
Access Credentials	All Access Credentials as such term is defined in the ZiFi Digital Banking Service Agreement.
Account(s) or ZiFi Accounts	Deposit Accounts such as checking, savings, money market or other deposit account(s) that we may make available and which are held by ZiFi, opened via the ZiFi Digital Bank Deposit Account Opening Platform.
Account Documents	Documents, in addition to and including this Agreement, provided to you by us such as rate sheets, disclosures, amendments or other documents that govern your Account, Digital Banking and related products and services, including, but not limited to, each document or disclosure listed in the Introduction of this Agreement.
Account Owner or Owner	Any individual or Entity holding legal title to the Account and who has the power to deal with an Account in his, her, their, or its own name or through their respective Agents, Authorized Signers or Authorized Principals.
ACH (Automated Clearing House)	ACH are automatic payments and funds transferred to or from your Account through an automated clearing house network.
Agent or Authorized Signers	One whose power to withdraw from an Account comes from, or is on behalf of, the Account Owner. Authorized Signers, Authorized Principals, designated corporate officers, trustees, and attorneys-in-fact are examples of Agents or Authorized Signers.
ATM (Automated Teller Machine)	A stand-alone electronic device that is dedicated solely to performing many banking services, which generally include deposits, cash withdrawals, and balance inquiries; provided not all of which may be available with respect to ZiFi Accounts).
ATM Card	A plastic card that may be made available and issued to you by ZiFi (subject to our sole discretion), for use at Automated Teller Machines, which allows you to access your ZiFi Accounts for specified services, as we determine from time to time in our sole discretion.
Applicable Law	Applicable federal laws, other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules, and the laws of the Applicable State.
Applicable State	State of Utah, for all ZiFi Accounts.

Authorized Account	The Account(s) you have with us (and/or that you may have specifically designated as a source of payment for payment orders you issue to us.
Authorized Principal	Any individuals authorized to act on behalf of and legally bind the Entity and/or Owner as may also be set forth in the signature card and/or resolutions, which may include Authorized Signers.
Authorized User	An individual who has been granted Access Credentials (as defined in the ZiFi Digital Banking Service Agreement) by your Primary Administrator to use ZiFi Digital Banking as your Agent and includes any Primary Administrator.
Authorization Hold	When you conduct an Everyday Debit Card Transaction as a Signature- Based Transaction, the merchant requests that we authorize the Transaction. When we authorize a Transaction following the merchant's request, we typically note the amount of funds relating to that request by creating an Authorization Hold in your Account. At the time we create the Authorization Hold, the Available Balance for your Account is reduced by that amount (even though settlement will occur later, and we will post the final Transaction to your Account). The amount of an Authorization Hold may be less than, the same as, or more than the final amount of the Signature-Based Transaction.
Available Balance	The amount of funds available for withdrawal or use at a given moment. Please also see the explanation of Available Balance in "Understanding Your Account Balances" under the" Withdrawals From Your Account" section.
Bank, (Zions, "we", "us", "our")	Means Zions Bancorporation, N.A., and the ZiFi Division, along with their respective subsidiaries, Divisions, and affiliates and all their respective successors, assigns, Agents, and/or authorized representatives.
Batch or Transaction Batch	Means a data file that contains various entries instructing the Bank to either credit or debit your account. Common examples of batches, include, but are not limited to, an ACH file sent to the Bank from the ACH Operator instructing the Bank to debit or credit various deposit accounts of its customers, a cash letter sent to the Bank from a clearing house, another financial institution or the Federal Reserve containing presentment/payment information on negotiable instruments that are drawn off of deposit accounts held by the Bank's deposit customers and a data file created by the Bank or its service provider to group together the same types of debits to be processed
Business Day	Every day <u>except</u> Saturdays, Sundays, and federal holidays.
Business Organization	A corporation, unincorporated association, limited liability company, partnership, business trust, or any other business, government, or non-profit organization.
Calendar Day	Every day, including Saturdays, Sundays, and federal holidays.
Credit	A Credit is the addition of money into your Account.
Current Balance	The total amount of money recorded in your Account, including funds not yet available for you to use. This includes pending Transactions, Authorization Holds that are not yet posted or deposits that have not yet been made available. Please also see the explanation of Current Balance in "Understanding Your Account Balances" under the" Withdrawals From Your Account" Section.
Debit	A Debit is the withdrawal of money from your Account.
Debit Card	A payment card linked to your ZiFi Business or other checking or transaction account and issued by the Bank under agreement with a payment card network, which allows you to make purchases or payments through any method accepted by merchants or other third parties. A Debit Card may also be an ATM Card.
Debit Card Transaction	Any purchase or bill payment using your Debit Card that may be either an everyday (not recurring) purchase Transaction or a recurring payment, such as a monthly bill.
Direct Deposit	An automatic electronic deposit made through the ACH network to your Account by someone else, such as an employer issuing payroll or a government paying benefits.
Divisions	• Amegy Bank; • California Bank & Trust; • The Commerce Bank Northwest; • National Bank of Arizona; • Nevada State Bank; • Vectra Bank Colorado (Vectra Bank); and • Zions First National Bank/Zions Bancorporation, N.A. (Zions Bank) • ZiFi.
Entity	Corporations, limited liability companies, partnerships, estates, conservatorship, trusts and other non-natural person(s) and can only act through Agents. In such cases, it is the Entity that is the owner.
Everyday Debit Card Transaction	A one-time transaction or purchase in which the cardholder provides their Debit Card or Debit Card number to a merchant for payment of goods or services that are not recurring. Each payment may be authorized (confirmed) by you (usually with a PIN or cardholder's signature) at the time of the transaction or purchase. We are authorized to rely on the originating bank's or the merchant's coding of the transaction as an Everyday Debit Card Transaction for all purposes, including refusing or paying the charge and assessing the applicable fee if the account has an insufficient Available Balance.
External Transfers	Monetary transfers to or from your ZiFi Accounts and to or from deposit accounts at one or more Divisions, or to and from accounts an external financial institution, whether or not held or owned by you or a third party, excluding wire transfers.
Funds Transfers	Means any series of transactions, beginning with your payment order, made for the purpose of making payment to the beneficiary of the order from your Authorized Account(s), which includes Internal and External Transfers.
Internal Transfers	Monetary transfers between two ZiFi Accounts, owned or held by the same business entity.

Item	An Item is any draft or check whether presented in paper form or electronic form. It may include an ACH Debit or Credit, or any form of electronic presentment.
Overdraft	An Overdraft occurs when: (a) the Available Balance in your Account is not enough to pay a Debit Transaction, but we pay the Transaction anyway, and,(b) in the context of Overdraft Protection or Services, or where the text would otherwise justify this reading, an Overdraft is the amount by which any Transaction(s) would exceed the Available Balance in your Account either when it is authorized or presented for settlement during our processing. If your Account has a negative balance it is considered to be overdrawn. An Overdraft may cause you to incur an Overdraft Fee (if applicable) or other fee.
Overdraft Protection Services	Allows the Bank to transfer funds from a designated, eligible linked Account or credit reserve line (subject to credit approval) for a fee, when you do not have enough money in your checking Account to cover a Transaction.
Personal Identification Number (PIN)	A PIN is a secret code consisting of letters and/or numbers that is used to verify the identity of the individual trying to access a computer system, network, Account, usually through an ATM or Debit Card. It is commonly assigned to bank customers for use at ATMs and merchant POS terminals. A PIN may also be referred to as a Password for Digital Banking, or for verification of identity when engaging with us by phone.
PIN-based Transaction	A debit card transaction that requires you to enter your PIN at the time of a purchase from a merchant.
Point-of-Sale (POS) Transaction	A purchase Transaction conducted at any merchant or self-service Terminal where your ATM Card or Debit Card is accepted.
Primary Administrator	An individual whose Access Credentials include the Digital Banking service's self-administration functionality. You are required to have at least one Primary Administrator at all times. **(Your Primary Administrator is your authorized agent in all matters regarding Digital Banking.)**
Recurring Debit Card Transaction	A Debit Card Transaction made on a regular basis, such as setting up your Debit Card to pay monthly bills. We are authorized to rely on the coding of the Transaction by the originating bank or merchant as a Recurring Debit Card Transaction for all purposes, including refusing or paying the charge and assessing the applicable fee if the Account has an insufficient Available Balance.
Remotely Created Check	A check or draft not created on the Account holder's normal check stock and not actually signed by the Account holder (sometimes called "tele-checks," "preauthorized drafts" or "demand drafts"). It is typically created by the payee party or its payment processor upon the authorization of the Account holder. Rather than an authorizing signature, the Remotely Created Check typically has in the normal signature space the printed name of the Account holder or a statement that the Account holder has authorized the check or that a signature is "on file." These checks are often created when an Account holder grants authority over the phone for a payment.
Services	Means any and all services, products or offerings made available with respect to ZiFi Accounts through ZiFi Digital Banking (as such term is defined in the ZiFi Digital Banking Service Agreement).
Signature-Based Transaction	A Debit Card Transaction that does not require you to enter your PIN at the time of a purchase from a merchant. A Debit Card Transaction could be processed as a "Signature-Based Transaction" even if you do not apply your signature at the time of the purchase, such as if you use the merchant's website for an online purchase.
Transaction	Any means or method by which funds are credited to or debited from your Account (e.g., check, substitute check, Remotely Created Check, draft, withdrawal order, ACH or electronic entry, Funds Transfer, electronic image, or an Item and/or information in electronic from describing an Item (collectively "electronic Item")), or instructions given by telephone, mail, or computer (or other method we permit in our sole discretion) for an amount to be added to or subtracted from your balance, whether or not we pay or settle the Transaction.
Transaction Batch or Batch	A data file that contains various entries instructing the Bank to either credit or debit your Account(s). Common examples of batches, include, but are not limited to, an ACH file sent to the Bank from the ACH Operator instructing the Bank to debit or credit various deposit accounts of its customers, a cash letter sent to the Bank from a clearing house, another financial institution or the Federal Reserve containing presentment/payment information on negotiable instruments that are drawn off of deposit accounts held by the Bank's deposit customers and a data file created by the Bank or its service provider to group together the same types of debits to be processed.
ZiFi Digital Banking or Digital Banking	Means the digital banking services that we make available to customers who accept the ZiFi Digital Banking Service Agreement and are enrolled in our Business Online Banking and Mobile Banking Channels (as such terms are defined in the ZiFi Digital Banking Service Agreement). ZiFi Digital Banking also includes services that may be available within one or more Channels after additional enrollment and/or acceptance.
ZiFi Digital Bank Deposit Account Opening Platform ("Account Opening Platform")	The online platform separate from Digital Banking used to open ZiFi Accounts.
ZiFi Division	The Division of the Bank which offers only digital banking services and products, including, but not limited to, online and mobile banking services through ZiFi Digital Banking for ZiFi Accounts.

B. WHAT OUR USE OF HEADINGS AND PHRASING IN THIS AGREEMENT MEANS.

The headings used in this Agreement are for convenience only. They do not define or in any other way limit or expand your rights or our rights under its terms. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural, and the plural includes the singular.

C. THE CONFIDENTIALITY OF YOUR INFORMATION.

You agree that we may disclose your Account information for proper business reasons, and as permitted by law, to:

- Our affiliates, subsidiaries, contractors, Agents, attorneys, and auditors;

- Third parties or government authorities in response to any law, regulation, rule, or order, or if we have reason to believe you have violated any law;
- Other third parties:
  - Where it is necessary for completing transfers;
  - In order to verify the existence and condition of your Account for a third party, such as a Credit Bureau, or merchant;
  - In order to comply with government agency or court orders;
  - As disclosed in a separately provided privacy policy; or
  - If you give us your written permission.
- If you have a joint Account, to the joint owners on the Account, their heirs, and any third party authorized to act on behalf of the joint owner(s); or
- Credit bureaus regarding activities such as late or missed payments, or other defaults on your Account. These may be reflected in your credit report.

Further information related to the confidential treatment of your deposit information is provided in the Bank's Privacy Policy and Affiliate Marketing Notice provided to you when you opened your Account. You may download a copy of this notice at any time from our public websites.

D. GOOD ACCOUNT MANAGEMENT

We encourage you to keep careful records of your Account transactions and practice good account management. You should be aware that the amount of funds that are included in the Available Balance may not include the full amount of recent deposits that are posted at the end of each day or any amounts that we have placed on hold (e.g., due to garnishments or Account disputes). You should always also be aware of all of the withdrawal transactions that you have initiated but that may not have posted to your Account. For example, a check that you write may not post to your Account for many days. On Signature-Based Transactions, we will place an Authorization Hold on funds in your Account based on preliminary information that we receive electronically from the merchant, which reduces the amount of funds in the Available Balance. If we do not promptly receive the final Transaction information from the merchant, the hold may expire before the Transaction finally posts. In that event, the amount of funds in the Available Balance will appear to be higher than it actually is. Being aware of how much you spend, and by what method (check, Debit Card, etc.) will help you to avoid initiating withdrawal transactions that may cause you to incur Overdraft Fees, if applicable. The best way to know how much money you have available (including all prior checks and authorizations) is to record and closely track all your transactions.

E. AGREEMENT FOR USE OF DEPOSIT ACCOUNTS.

I. Scope of this Agreement: This Agreement, Account Documents and/or any signature card, and any other documents or disclosures (including fee schedules) the Bank supplies you relating to your Account constitute the contract governing your Account. This Agreement does not lay out all the aspects of Applicable State and federal laws but establishes the basic rules governing your Account and your responsibilities, particularly in notifying the Bank of problems. Unless otherwise expressly agreed in writing, no fiduciary, quasi-fiduciary, or other special relationship exists between you and us. This Agreement only governs your ZiFi Accounts and does not apply to current and future deposit accounts that you have or will open outside of the ZiFi Digital Bank Deposit Account Opening Platform. Rather, separate deposit account agreement(s) and related documents apply to deposit accounts opened outside of the Account Opening Platform. Further, this Agreement may talk about or reference services or products that may not be applicable to you at this time; however, if and when such services or products become available to you through ZiFi (as the Bank may determine in its sole discretion and in accordance with its proprietary internal eligibility, underwriting or other qualification policies and procedures), you agree and acknowledge such terms governing any such products or services as set forth herein, shall apply to your ZiFi Accounts.

II. Replacement of Prior Agreements: This Agreement replaces and supersedes any prior or previously effective agreement governing your ZiFi Accounts, which may or may not have had a different title. This Agreement's reference to the "Schedule of Fees" replaces references in your prior agreement to any previously effective schedule of fees, if any. References to the Schedule of Fees refers to the effective ZiFi Business Accounts Schedule of Fees that has been supplied to you. You should review and understand this Agreement. We will maintain a current copy of the Agreement on our website, but we recommend you retain your copy along with any updates or replacements.

III. Acknowledgment: YOU ACCEPT THIS AGREEMENT BY (1) YOUR SIGNATURE ON THE ZIFI DIGITAL SMALL BUSINESS SIGNATURE CARD (OR OTHER ACCOUNT SIGNATURE CARD AS WE MAY REQUIRE IN OUR SOLE DISCRETION FROM TIME TO TIME); (2) YOUR SUBMISSION OF AN APPLICATION FOR A ZIFI ACCOUNT THROUGH THE ACCOUNT OPENING PLATFORM; AND/OR (3) YOUR CONTINUED USE OR MAINTENANCE OF YOUR ACCOUNT(S).

IV. Acceptance of Dispute and Arbitration Agreement: THIS AGREEMENT CONTAINS A RESOLUTION OF DISPUTES AND ARBITRATION SECTION THAT ALTERS YOUR LEGAL RIGHTS. IT INCLUDES A JURY WAIVER AND A CLASS ACTION WAIVER. IT MAY, IN SOME CASES, REQUIRE ARBITRATION. SEE THE RESOLUTION OF DISPUTES AND ARBITRATION SECTION SET FORTH IN THIS AGREEMENT.

V. Governing Law: This Agreement, and your and our rights and obligations under this Agreement, shall be governed and interpreted in accordance with Applicable Law, and the laws of the Applicable State (except to the extent that this Agreement can and does modify such rules or laws or that such state laws are preempted by federal law) regardless of the state where you reside or use our services or conduct any Transaction and regardless of that state's rules for choice of law.

VI. Contract Language: English is the controlling language of the relationship between you and us. While we may translate our forms, disclosures, and advertisements into another language for your convenience; unless we otherwise agree in writing or we are specifically otherwise required by law, in the event of a conflict between our English language materials and our material in another language, the English language version shall control.

VII. Severability and Survivability: Except as otherwise provided in the RESOLUTION OF DISPUTES AND ARBITRATION Section, should any portion of this Agreement for any reason be held to be void or unenforceable in law or in equity by any judicial or governmental determination, such invalidity or unenforceability shall not affect the validity and enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction. To the extent any provision of this Agreement is found to be void or unenforceable it shall be severed. The Agreement shall be construed, insofar as is possible, as if such portion had never been contained herein. All other terms and provisions of this Agreement shall survive, including survival of closure of any Accounts. In either case, the Agreement shall continue in full force and effect to the fullest extent permitted by Applicable Law.

VIII. Changes to the Agreement: Except as otherwise set forth in this Agreement, any proposed change or amendment to the provisions of this Agreement shall not be effective between the parties except as may be reviewed and approved by the Bank's operations department, legal department, manager or executive of the Division and any other Bank representative (subject to our sole discretion) and agreed to in writing. Anyone with authority to control an Account shall also have the authority to execute new agreements for any banking-related Service (including, but not limited to, Digital Banking (online or mobile), ACH, wire, or treasury services) in connection with that Account.

IX. Updates and Supplements to this Agreement: This Agreement together with the Schedule of Fees may be supplemented with, but not replaced by, additional service agreements that you enter into with us (such as agreements for digital banking, remote deposit, treasury services, etc.) all of which shall be deemed part of the Account Documents applicable to your Accounts. Whenever possible, both this Agreement and the additional service agreement(s) or Account Documents shall govern. In the event of a specific conflict in their respective terms, the service agreement shall govern over this Agreement for matters within the scope of that service agreement. If you require more than one signature to conduct a Transaction relating to an Account, you agree that we shall not be responsible for reviewing the number of signatures, and that we shall have no liability for any Transaction conducted with fewer than the required number of signatures. You agree that we have the right to change any term or condition of this Agreement and to add new ones, and that any such changes will be binding upon you, any additional owners, or authorized signers, and your and their heirs, successors, representatives, and beneficiaries, as the law allows. When required by law, we will give you written notice that an amendment to the Agreement is occurring. Written notice of the amendment may be in writing by mail, e-mail, or other method permitted by law or that you have agreed is acceptable. Notice of the amendment may be delivered with the Account statement you periodically receive. If space is sufficient, the notice may include the text or summary of the amendments. If there is insufficient space in the Account statement, the notice may also direct you to a website where the full amendment is available as incorporated in this Agreement (which may include accompanying disclosures or summaries of the amendment). The Bank will keep the latest, printable version of the Agreement available online (typically at the "Agreement Center" link at the bottom of the ZiFi's website).

These amendments may also include changes to the Schedule of Fees (or any fee schedules), interest rates, and other amendments to other agreements affecting your Account. The amendment or update will usually be made effective upon reasonable notice and will typically disclose the effective date. The reasonableness of an amendment or update will vary and depend upon the change and surrounding circumstances. Some changes may be implemented quickly and prior to you receiving notice; for example, unauthorized or fraudulent use on the Account may cause us to freeze the Account. Continued use or maintenance of an Account or an Account-related service more than 14 days after the effective date of a change means that you agree to the change. If you are not able to access these links online, you may obtain a printed version of the disclosed Amendment or the entire Agreement by contacting Client Support at 1-800-341-7303.

Interest rate changes or rules will typically be provided in separate documents or fee schedule. For accounts with more than one owner, notices, account statements, disclosures, and other communication will be generally sent only to you via the email address on record with the Bank for the account. You agree that notice will be sent to the email address on file for the account or notice provided to any account holder constitutes notice to all other account holders. YOU PROMISE TO PROMPTLY NOTIFY THE BANK OF ANY CHANGE IN YOUR STREET OR MAILING ADDRESS OR TELEPHONE NUMBER (AND ANY CHANGE OF EMAIL ADDRESS THAT YOU HAVE PROVIDED IN CONNECTION WITH ANY ACCOUNT-RELATED SERVICE).

X. Indemnity: Except to the extent we fail to exercise ordinary care or to comply with this Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under this Agreement. This indemnification will survive termination of this Agreement and shall not be subject to any limitation of liability in this Agreement or otherwise. Circumstances beyond your control or ours may arise and make it impossible for us to provide Services for you to perform your duties under this Agreement. If this happens, neither we nor you will be in breach of this Agreement. If we waive a right with respect to your Account or under this Agreement or the Account Documents on one or more occasions, it does not mean we're obligated to waive the same right on any other occasion.

2. ACCOUNT INFORMATION

OPENING YOUR ACCOUNT; REQUESTS FOR INFORMATION: Process for Identifying You: IMPORTANT INFORMATION REGARDING PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering, all financial institutions are required by federal law to obtain, verify, and record information that identifies each person who opens or may be associated with an Account. Consequently, at Account opening we require: For Entities, documentation to establish good standing, ownership, and authorization for the individuals who will be Authorized Signers, Authorized Principals and/or Primary Administrator (as defined by FinCEN regulation or requested by us in our discretion) and certain beneficial owners of Accounts and of companies receiving certain associated services. Generally, all accounts will require federal taxpayer identification number ("TIN"). For individuals this is your social security number ("SSN"). We verify this number by obtaining a properly completed IRS Form W-9, "Request for Taxpayer Identification Number and Certification." Failure to provide requested information may mean we are unable to open your Account. Federal law requires that we adequately document the identity of all owners associated with and Account and be aware of the type of business or Transactions anticipated to be conducted within or with respect to your Account. We reserve the right to refuse to open an Account or close an existing Account in our sole discretion without being required to supply an explanation. We reserve this right to reject or close an Account even though we may have accepted an initial deposit or taken preliminary steps toward opening an Account. Opening an account is no guarantee that the Account will remain open or that the information requests are completed or satisfactory. We reserve the right at any time to request information about you, your Account, your transactions and any Authorized Signers, Authorized Principals and/or Primary Administrator (as defined by FinCEN regulation or requested by us in our discretion) and certain beneficial owners. Failure to supply satisfactory responses may cause us to be unable to open an Account or terminate your Account(s).

A. Credit or Account History Verification: We may verify your credit and employment history by reasonably available means, including credit reports, Account history, or status reports by a credit reporting or check reporting agency.

B. Taxpayer Information: When we open an Account for you, federal law requires us to obtain and verify your TIN. The TIN is either an SSN, an Individual Taxpayer Identification Number ("ITIN"), or an Employer Identification Number ("EIN"). For sole proprietorships, the TIN can be either the SSN of the proprietor or the EIN of the business, but we are required to supply the IRS with both the name of the proprietor and the business or trade name. For the purpose of disputes, ALL ZIFI ACCOUNTS WILL BE CONSIDERED BUSINESS ACCOUNTS AND NOT FOR ANY CONSUMER OR PERSONAL PURPOSE WHATSOEVER, REGARDLESS OF WHETHER AN SSN, TIN OR EIN IS USED TO OPEN SUCH ACCOUNT.

Federal law may require us to withhold and pay to the IRS some of the interest earned on your Accounts, which is known as backup withholding or Foreign Account Tax Compliance Act ("FATCA") withholding. This withholding may not be required if, when you open your Account, you certify your TIN and that you are not subject to backup or FATCA withholding. The IRS may subsequently require us to begin withholding if the IRS finds the

TIN you supplied is incorrect or that you underreported your interest income. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization), you must certify your foreign status. If you are an exempt payee (receiver of interest payments) for backup withholding purposes, you are required to certify your TIN with us. Examples of exempt payees include corporations or organizations exempt from tax under Section 501(a) of the Internal Revenue Code, or an individual retirement plan or custodial Account under Section 403(b)(7), if applicable. If you do not have a TIN or are a foreign person and do not supply us with either the appropriate IRS Form W-9 or W-8 and other supporting documents, we may decline to open the Account (or close it if it has been opened).

C. Tax Reporting: In some circumstances, federal and state law and/or regulations require that we report information about your Account to the IRS and/or Applicable State taxing authority, such as certain interest payments we make to you. You agree that we may provide any such information to the IRS and/or state taxing authority in accordance with Applicable Law, regulation, or our interpretation thereof.

D. Our Reliance on Your Information: When you open an Account with us, you provide us information about yourself and confirm it is correct. You agree that we may rely on that information until you notify us of any change, and we have had a reasonable time to act on the new information.

E. Your Duty to Read and Review: By accepting this Agreement, you acknowledge that you have a duty to read and review documents and information we provide to you (e.g., periodic statements, receipts, disclosures, notices, and correspondence). Also, by accepting this Agreement you are deemed to understand it and to have read it.

F. Digital Banking: As part of the ZiFi Account opening process, you will be enrolled in ZiFi Digital Banking services (including mobile banking), which are governed by both the general terms of this Agreement and the specific terms of the ZiFi Digital Banking Service Agreement, including any addenda or amendments to the agreements and/or any Account Documents. The ZiFi Digital Banking Service Agreement, with addenda, are posted at our website for ZiFi. Additional technologies for ZiFi Digital Banking services may be made available for your use, but may also be subject to certain additional terms and conditions which you will be required to accept. You are responsible for any ZiFi Digital Banking services which you or your authorized users may utilize with respect your Accounts. You are responsible for monitoring the activities on your Account and of any user to whom you've permitted to have and use Access Credentials, as such term is defined in the ZiFi Digital Banking Service Agreement, including knowing what services have been activated, what access entitlements have been granted, and what payee or other payment templates have been established, if applicable.

G. Communication Between Us

I. Telephone and Electronic Communication: You agree to provide us only current and accurate contact information. You agree that we can contact you in any manner and for any purpose allowed by law. Without limiting the foregoing, we and our affiliates or parties acting on our behalf can contact you with servicing messages about any of your Accounts with us using any telephone numbers you provide to us, and we can use these numbers to send you text messages or prerecorded or artificial voice messages using automatic telephone dialing systems. We can also monitor, record, and retain your communications at any time without further notice to anyone, unless the laws governing your account require further notice.

When discussing your Account with you on the telephone, the Bank can impose authentication requirements at its sole discretion, such as PASSWORDS or one-time PASSCODES, or require multi-factor authentication or verification by third party processes, and the Bank will not be liable for any service that is denied on the basis of your inability to pass such authentication procedure.

Except as we may otherwise expressly agree in writing, you agree and consent that we, the Divisions (collectively), and/or any third party acting on our behalf may:

- Make telephone calls, leave messages about any of your Accounts, and/or send e-mail or text messages to you at any telephone number(s) or e-mail addresses you give to us or that we otherwise have for you or your Account, including wireless (cell phone) telephone numbers that could result in charges to you.
- Use any technology available to make telephone calls and/or send text messages to you, including but not limited to prerecorded/ artificial voice messages and/or an automatic telephone dialing system.
- Monitor and record any telephone call or other communication between you and us and retain your communications at any time without further notice to anyone, unless the laws governing your Account require further notice.
- Additionally, if you use other services that include electronic communications from us you understand and agree that:
  - You are responsible if we incur an expense or loss because you gave us a phone number, e-mail address, or other delivery location that is not yours.
  - You should not transmit to us personal or confidential information that is not encrypted via email or text. If you do, we will not be responsible for losses or damages arising from any disclosure of Account information to third parties, non- delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in your e-mail or text messages to us.
  - Telephone calls, e-mail and other text messages may be delayed because of your Internet Service Provider(s), phone carriers, or other parties.
  - Certain services that include telephone, e-mail or text messaging may only be available to a customer with eligible Accounts and/ or mobile devices.
  - Telephone calls, e-mail and text messaging are provided for your convenience and do not replace your monthly Account statement(s), which are the official record of your Accounts.

II. Changes to Your Address, Telephone, E-mail, or Name: Any notices that we decide, in our sole discretion, to mail to you will generally be sent to the last address we have on record for you. This will constitute effective delivery of such notice, even if the address is no longer yours or the notice is otherwise not deliverable to you. Delivery of notice is also effective if we send it to an address that we have on record for any Owner, Authorized Principal or Authorized Signer on the Account, or an alternative address you have supplied to us. If we have received returned mail indicating that the address we have on record for your Account is no longer valid, we may suspend the mailing of any statements or other notices until you supply us with a valid address; our holding statements and mail for you under these circumstances constitutes effective delivery on our part. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

a. Electronic Notices: Except as may be prohibited by law, you agree that any notice that we give to you may be given electronically, even if notice is required to be in "writing" pursuant to Applicable Law, this Agreement, Account Documents or other contract in connection with your Account or Account-related services. Electronic notice includes, but is not limited to, e-mail (including attachments) to any e-mail address you have provided to us in connection with your current or future banking relationships with us.

b. Electronic, Scanned, and Facsimile Signatures: Subject to Applicable Law, we may, but are not obligated to, accept any electronic, scanned, or facsimile signature, communication, or agreement from you. If we accept such signature, communication, or agreement, it shall have the same force and effect as if you executed and delivered it in paper writing and shall constitute a "writing" for purposes of any law, regulation, or agreement. This provision shall apply to your Account and any services Account Documents or agreements related to the use of your Accounts, including but not limited to ZiFi Digital Banking Services.

III. Notice of Negative Information

Federal law may require us to provide a Notice of Negative Information to you prior to the furnishing of any information concerning individual delinquencies, late payments, Overdrafts, or any form of default. If the Account is jointly held, we may also report information to Credit Bureaus about any individual joint owner(s). "Negative information" may be reported to a Credit Bureau including late payments, missed payments, or other defaults on your Account (or as such term may otherwise be defined under Applicable Law or regulation) which may be reflected in your credit report. If you believe that the information that the Bank is furnishing to a credit bureau is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to the Bank and/or to the Credit Bureau, as applicable, at: ChexSystems by visiting their website at www.chexsystems.com, by telephone using their voice messaging system at 800-428-9623, by mail at ChexSystems, Attn: Consumer Relations, 7805 Hudson Road, Suite 100, Woodbury, MN 55125; or by fax at 602-659-2197. You may also request a copy of your consumer report by visiting www.earlywarning.com/consumer.The dispute must be in writing and sent by mail or fax as follows: Your correspondence should include the following information:

- Your name, address, and Social Security Number;
- Your Account number;
- The information being reported that you believe is inaccurate or incomplete;
- Any supporting documentation, such as Account statements, letters, etc.; and
- A copy of the Credit Bureau report, if available.

3. YOUR OWNERSHIP OF ACCOUNTS AND THE DIFFERENT ACCOUNT TYPES

A. OWNERSHIP OF ACCOUNTS

Account ownership is governed by the signature card and the owner(s) designated thereon. If we no longer use a signature card, the signature card is lost or unavailable or ownership cannot be determined from the signature card, we will use other evidence available in our records, as we determine, to identify ownership. Unless state law provides otherwise, we must consent to any change in account ownership and incorporate that change within our records before the change is effective between us (for example, contribution of your Account to your trust shall not be binding on the Bank unless you have also transferred the ownership on our records as reflected in our statements for the Account). We may not offer all types of forms of ownership that may be available to you under applicable state law. Federal law requires that we be aware of the type of business or transactions anticipated to be conducted on your Account. We reserve the right to refuse to open or even close an account in our sole discretion without being required to supply an explanation. Also, we reserve the right to reject or close an account even though we may have accepted an initial deposit or taken preliminary steps toward opening an account. It is your responsibility to select the proper type of account you wish to open or maintain.

IN GENERAL, THE ADDITION OF AN AUTHORIZED SIGNER ON ZIFI ACCOUNTS PROVIDES THAT NEW AUTHORIZED SIGNER FULL AUTHORITY TO TRANSACT WITHIN THE ACCOUNT AND BIND ITS OWNER UNLESS OTHERWISE INDICATED ON THE SIGNATURE CARD.

B. DIFFERENT ZIFI ACCOUNT TYPES

I. Nickname: You must establish your Account using your legal name (in the case of a sole proprietorship) or in the name of the legal Entity. We reserve the right to set the criteria, for our purposes, of verifying your legal name or name of the Entity. We have the discretion, but no obligation, to allow you to use a nickname for certain account titles, checks, Debit Cards, or other associated products, if and when such products are enabled for ZiFi Accounts in our sole discretion.

II. Payable on Death Beneficiary Designations: We may allow a proprietorship Account to have a payable on death beneficiary. If the sole proprietorship is owned by more than one individual, if and when, as allowed by applicable law, then the individuals own the Account jointly with right of survivorship. That means that each individual intends for his, her, or their interest, including any interest that is community property, to belong to the surviving individual. However, upon the death of all the individuals, the named payable on death beneficiary will own the funds in the Account. If there are two or more beneficiaries named and survive all of the individuals, then the beneficiaries will own the funds in the Account in equal shares, without right of survivorship.

III. Business Organization Accounts, Proprietorship Accounts, or Association Accounts: You represent and warrant that any ZiFi Account opened for or in the name of a Business Organization (including but not limited to a corporation, limited liability company, or partnership, proprietorship, or association) is not established, maintained, or used for personal, family, or household purposes, and shall not otherwise be characterized for any reason as a "consumer" Account. You agree not to use it for personal purposes. Subject to any contrary requirement by law, interest will be paid based on the Current Balance in your Account in accordance with this Agreement and Account Documents. If our records list a Business Organization as the owner of an Account, the Account is payable to the Business Organization and not to any individual director, shareholder, member, or partner. We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the Account. If they state that a person is authorized to sign checks or otherwise initiate Transactions on your Account, that person is called an Authorized Signer.

If the Account Owner is a sole proprietorship, that means that one person owns the business as his or her own property, instead of through a Business Organization. A sole proprietor may also designate Authorized Signers by appropriate documents. We may, in those states that provide for community property treatment, allow a married couple or a registered domestic partnership to open an Account as a sole proprietorship.

If you change your form of ownership or authorized signers, you must notify us when the change occurs. An Authorized Signer is authorized to endorse checks payable to the business. Endorsements "for deposit only" may be written or stamped. An Authorized Signer is also authorized to sign checks drawn on your Account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check. A signer is authorized to instruct us to close Accounts or do anything else involving any Account.

Please note: you will not be permitted to open any attorney trust Account, including an IOLTA or similar Account, with ZiFi unless and until we make such accounts available under the Division, subject to our sole discretion. In such event, you authorize us to notify the appropriate state agency if the Account is overdrawn or checks are dishonored, if the Applicable State requires notice of those events.

IV. Fictitious Business Name Accounts: "Fictitious business name" means, in the case of an individual, a name that does not include the surname (last name) of the individual or that suggests the existence of additional owners (e.g., "& Company"). In the case of a partnership, other than a limited partnership, a name that does not include the surname of each general partner or a name that suggests the existence of additional owners is a fictitious business name. In the case of a corporation, any name other than the corporate name stated in its articles of incorporation is a fictitious business name. In the case of a limited partnership or a limited liability company, any name other than the name of the limited partnership or limited liability company on file with the appropriate government agency is a fictitious business name. If you hold an Account under a fictitious name, each of you represents that one or more of you have the right to use that name and have fulfilled all the legal requirements for using the name and doing business under that name.

V. Saving Accounts and Interest-Bearing Accounts: Please refer to the separate Schedule of Fees for a detailed listing of our Accounts, minimum balance requirements (if any), and service fees. Current interest rates and annual percentage yields may be obtained by calling Client Support at 1-800 341-7303. We reserve the right to offer non-interest bearing deposit accounts or cease paying interest any current interest-bearing accounts at any time.

Interest Checking Accounts, Money Market Accounts, and Savings Accounts

- **Rate and frequency and determination of rate changes:** We may change your interest rate and annual percentage yield at any time without notice, at our sole discretion.
- **Compounding and Crediting frequency:** Interest does not compound. Interest is calculated on a simple interest basis (365) and will be credited to your Account on the last Business Day of the month. However, if there are non-Business Days in the same month after the last Business Day, then we will include the future accrued interest of those non-Business Days as part of the credit we make on the last Business Day of the month.
- **Effect of closing an Account:** If your Account earns interest and the account is closed before interest is credited, you generally do not forfeit the accrued interest. Specifically, the interest accrued up to the day before account closure will be paid to you. However, we will not reverse any service fees charged to or credit any unpaid interest (which would have accrued but for the closure) on your closed account if the account is later opened at your request or by a transaction posting as described above.
- **Computation method:** We use the daily balance method to calculate interest on your Account. This method applies a daily, periodic rate to the Current Balance in your Account at the end of the day (generally after 10:00 p.m. Eastern Time). A withdrawal will reduce earnings.
- **Accrual of interest on noncash deposits:** Interest begins to accrue for the deposit of non-cash items (e.g., checks, if applicable) not later than the Business Day we post such deposits to the Current Balance of your Account.
- **Transaction limitations:** Transfers and/or withdrawals from a savings or money market account to another Account or to third parties may be limited based on your Account type. In addition, there may be fees for withdrawals that exceed the specified limit. Please refer to the applicable account disclosure for information on savings or money market account withdrawal limitations and any applicable excessive transaction fees set forth in the Schedule of Fees, if any. Also see Section on "Restrictions on Number/Frequency of Transfers" in this Agreement.

C. ACCOUNT OWNERSHIP CHANGE: In addition to all applicable terms in this Agreement, including but not limited to terms relating to Account ownership, your Account cannot be transferred or assigned without our consent. We will not permit any pledge of your ZiFi Account to any third person (for example, transferring your Account to a lender to secure a loan) notwithstanding any term, condition or provision suggesting otherwise in this Agreement or other Account Documents. In the event of any attempt by you to pledge, collateralize or otherwise transfer your Account to a third party, we may require the Account to be closed.

I. Removal of Authorized Signers, Account Owners, Primary Administrators: You will need to contact Client Support at 1-800-341-7303 to remove any Authorized Signer, Account Owner or Primary Administrator on an Account. Removal of an Authorized Signer from an Account does not remove your responsibility for any outstanding Items issued or approved by the Authorized Signer prior to their removal. You will need to place stop-payment orders and cancellations on electronic fund transfers, if permissible, in accordance with, and subject to this Agreement, the ZiFi Digital Banking Service Agreement and any other applicable Account Documents) in attempt to prevent such Items from being paid. For future digital payments, withdrawals, debits, or ACH payments authorized by the deleted authorized signer, who was entitled as an Authorized User by a Primary Administrator, you will need to contact your Primary Administrator to stop or terminate those payments or withdrawals. If the authorized signer has access to any payments systems associated with the Account (such as Digital Banking), and if you wish that signer to be removed from those payment systems as well, you must specifically request your applicable Primary Administrator to update those other systems in order to remove the authorized signer's access as an Authorized User, you will need to change your Digital Banking Access Credentials if you have reason to believe that the removed signer had knowledge of those credentials; if you do not, the removed signer will still have the ability to access your Account and conduct transactions on your Account.

II. Death or Incapacity of Account Owners or Authorized Users or Signers: In case of death or incapacity of an Owner or Authorized Signer, of the Account, we must be notified promptly. We will continue to honor checks, Debit Card Transactions, ACH withdrawals or payments, and other similar Items (as may be applicable) on the Account authorized by the Authorized Signer until we have had an opportunity to act on the notification.

D. POWER OF ATTORNEY AND AGENTS: In our sole discretion, we may choose to accept a power of attorney or similar document appointing an attorney-in-fact or other Agent on an Account ("POA"), provided that the underlying instrument or document is in a form satisfactory to us. We may refuse to honor any such appointment without cause and without any notice, unless prohibited by Applicable Law. If you (the "Principal") appoint an Agent on an Account, you authorize us to honor all transactions conducted by the Agent as if the Agent were you. YOU ASSUME ALL RISK OF LOSS FOR ANY ACTIONS OF THE AGENT ON YOUR ACCOUNT. We also will not honor any general POA that does not specifically include express provisions where state law requires an express description of delegated power. If we decide to honor a POA, we can later decide not to honor it any longer. Any Agent appointed by you is subject to this Agreement. Unless it is a durable POA, a POA is no longer valid if the Principal is incapacitated. You agree that we may continue to honor any POA until we have received written notice (or otherwise have actual knowledge) that the POA is no longer valid, and we have had adequate time to act thereon. Otherwise, a POA is no longer valid once the principal dies. You agree to indemnify, defend, and hold the Bank harmless for following the directions of your attorney-in-fact. Except as may be required by Applicable Law , we may refuse to comply with a POA without cause or prior notice. We are not required to respond to a POA or interact with any particular Agent for matters where we would not otherwise be obligated to respond to, or deal with the Principal. State laws vary as to requirements or interpretation of a POA and our duty, if any, to honor one. Generally, we recognize only a POA given by a natural person in his or her personal capacity. You will need to discuss with a representative within the Client Support whether an attorney-in-fact will be allowed as a non-titled authorized signer on an Account or will be honored only on a per transaction basis. We may request an attorney-in-fact to sign a certification as to the continuing validity of the POA. We may also ask for additional documents, particularly where provided for under Applicable Law. We have no duty and do not agree to monitor the actions of an attorney-in-fact for proper use of access to the Account or otherwise.

4. ACCOUNT STATEMENTS AND OTHER COMMUNICATIONS

A. STATEMENTS: Account statements are extremely important for your management and awareness of the status of your Account and in your review of any erroneous Transactions conducted on your Account. You have a duty to promptly review your Account statement(s) upon them being made available to you within Digital Banking. We will not provide paper statements for any ZiFi Accounts. As stated, your review must be prompt and timely, and, in general, the timeliness of your review will be measured from the time we supply your Account statements. Specifically, you agree and acknowledge that you are in receipt of your statements the moment we make them available within our Digital Banking services or, if applicable, the moment we place them in the mail. We may also provide important notices to you with your Account statement, including revisions and modifications to this Agreement, the Schedule of Fees (or any fee schedules), or other agreements you have with us affecting your Account (including the Digital Banking Service Agreement. You will receive a monthly Account statement from us for your ZiFi Account(s). You agree and acknowledge that we generally create your deposit account statement(s) on the last Business Day of each month, and you are responsible for signing in to Digital Banking to view your electronic statements without regard to whether we provided you with a notification that one or more of your electronic Account statements is currently available in Digital Banking. Contact us if you do not receive or are unable to access your regular electronic Account statement. We reserve the right to consolidate or un-consolidate statements for accounts of common ownership or as otherwise appropriate. If you do not want any statements consolidated, or if you wish to un-consolidate any statements, please contact Client Support at 1-800-341-7303. Also, please contact us if you believe you are not receiving a statement that you should be. The duties and obligations of review set forth in this section shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

B. YOUR DUTY TO REPORT UNAUTHORIZED SIGNATURES, ALTERATIONS, FORGERIES AND OTHER UNAUTHORIZED DEBITS: You agree that failure to report unauthorized signatures, alterations, forgeries, or other unauthorized Items, Transactions, Credits or Debits, or other errors in your Account with reasonable promptness and, at the latest, within 30 days (except as agreed otherwise in this Agreement) of when we first send or make the statement available to you prevents you from claiming any reimbursement of the unauthorized Item or correction of the error from us. You must also examine copies or images of checks or other transactions on your account for unauthorized, missing, or forged endorsements for which you should have a reasonable basis to identify as authentic or valid. Failure to report as required will also prevent you from claiming any reimbursement for any losses arising from an unauthorized Item, Transaction or Debit later submitted or created by the same repeat wrongdoer.

You also have a duty to report errors other than those listed in the preceding paragraph ("Other Errors"). The reasonable promptness of your review will depend on the circumstances but will not under any circumstances exceed thirty (30) days from when we send you the statement containing the errors (or Other Errors) (or otherwise make such statement available to you). If you fail to review your statement and report Other Errors (or any such errors contemplated by this Section) within thirty (30) days, we may be unable to reverse or correct them.

C. Errors Relating to Substitute Checks. For information on and provisions governing errors relating to substitute checks, see the section entitled **"Substitute Checks and Your Rights."**

D. Special Rule for Unauthorized ACH Debits from Business Accounts. There are special rules for unauthorized ACH Debits from Business Accounts. You must notify us of an unauthorized or erroneous ACH Debit Transaction before 5:00 p.m. Eastern Time on the Business Day after the posting of the Transaction to your Account. If you fail to notify us of the unauthorized or erroneous ACH Debit Transaction within this time frame, we shall have no liability to you for the Transaction or any losses arising from it.

5. USING YOUR DEPOSIT ACCOUNTS

A. ADDING MONEY TO YOUR ACCOUNT: ZiFi does not support any in-person or in-branch transactions and generally only provides its services and products through ZiFi Digital Banking and/or other ZiFi online and/or mobile banking platforms. We will not accept and are not responsible for any attempted deposits of cash by mail. Your Account cannot have cash deposits or withdrawals (including negotiating items or Items for cash or its equivalent). However, ATM cash withdrawals at non-ZiFi ATMs may be permitted. Also, we do not support any items sent to us on collection. However, you may make electronic funds transfer to and from your Account through our Digital Banking services. Please see our Digital Banking Service Agreement for further details.

Processing Deposits: When you make a non-cash deposit to your Account, we give you Credit for that deposit, but that Credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the Credit becomes final. Under certain circumstances, a deposit may be reversed even after it was determined to be final. All deposit receipts are issued subject to our count and verification of the Items deposited. You should retain your copy of deposit receipts and/or deposit confirmations we may provide within Digital Banking, whichever applies.

At our discretion, we may decline to deposit any Item presented for deposit. We may accept without inquiry deposits to your Account made by persons other than you. Do not mail personal checks, cashier's checks, and money orders for deposit credit. Also, do not try to deposit foreign items (items that are not in US. dollars) by mail as well. If you do mail such items as stated above, they will be returned to you without the Bank incurring any liability whatsoever. Before final settlement or collection of an item, we remain only your agent in accepting the item for deposit, notwithstanding any form or lack of endorsement. We will not accept for deposit any Items or items payable to more than one payee.

We are not responsible for items submitted until we receive them. Deposits received after our daily cut-off time (or the time we indicate we are operating on the next Business Day) or after a daily closure before reopening will be treated as having been received the next Business Day. We reserve the right to handle any Item you want to deposit on a collection basis rather than a deposit (in which case we will not extend provisional Credit). Any deposit or transfer credited to any Account with us that is owned or controlled by you, or applied to any of your indebtedness to us, even if intended by you to be credited or applied to a different Account or debt, shall be deemed to have been received by you and credited to your benefit.

Adjustments: You agree and hereby authorize that we may make adjusting entries (including Debits) to your Account to reverse or correct: (1) any previous entry that was in whole or in part executed without authority or in error by us, the payor, or any third party; or (2) any discrepancies between actual amounts tendered for deposit and totals or itemizations on deposit slips or other summaries.

B. ENDORSEMENTS: All endorsements for Items deposited to ZiFi Accounts shall conform to terms and conditions applicable to Mobile Check Deposit Service.

C. RETURNED CHECKS OR INELIGIBLE DIRECT DEPOSITS: The funds you deposit to your Account are subject to normal collection processes even after we make the funds available to you for withdrawal (i.e., the check has cleared). If we do not collect the funds, or we need to return the funds, your deposit will be reversed and become your responsibility. Returned items are charged back to your Account and a notice will be made available or sent to you through any method permitted under this Agreement (including by displaying any return information within Digital Banking), the ZiFi Digital Banking Service Agreement, ZiFi E-Sign Consent or any other Account Document.

If applicable, there will be one fee posted for the sum of all returned deposited Item(s) (if applicable) which are returned within a single Transaction as well as applicable Overdraft Fees (if any) if sufficient funds are not in your Account leaving you with a negative overnight balance. For more information about the Overdraft Fee, please see the section on the Overdrafts.

Return of Ineligible Direct Deposits – Certain federal and other benefit payments are often required to be returned and paid by us if the account holder had lost eligibility for these payments. This return typically happens if an account owner dies and still receives the benefit payments. You agree that we may deduct the returned amount from the account or any other account you have with us, except as may be prohibited by law. We may also collect the returned amount from you by other legal remedies.

D. SETOFF AND SECURITY INTEREST: You hereby grant us contractual rights of set-off in addition to any common law rights of set-off. You also agree that we may, without notice, set off your Accounts against any debt (whether or not matured, due, payable, in default, or accelerated) or obligation that you owe us, now or in the future, by any of you having the right of withdrawal. For debt pursuant to a promissory note, "any due and payable debt" includes the total amount due under the note at the time we set off, including any accelerated amounts.

This right of setoff does not apply where the law prohibits, such as against an Individual Retirement Account (or similar tax-deferred Account), or consumer credit transaction debt under a credit card plan, or, in the case of a prohibiting jurisdiction, the debt is created by a home equity loan. Our exercise of the right of set-off may cause your Account to have insufficient funds to pay items presented on it, and you agree that we are not liable for any inability to pay these items, and you hold us harmless against any claimed liability arising from the exercise of the set-off. You also hereby grant us a contractual security interest under Article 9 of the Applicable State's Uniform Commercial Code ("Article 9") in each Account with us that you own to secure any debt that you owe, or may owe, to us now or in the future.

The Bank shall also have the right to place an administrative hold on such funds pending set-off or realization thereon under Article 9. The Bank may apply all funds in a joint ownership Account to satisfy a debt owed to the Bank by any one or more of the joint owners. In addition, the Bank may, after the death of any Account owner, setoff against a joint Account or an Account with Payment-on-Death beneficiaries the debts and obligations of the deceased Account owner, up to the full amount in the Account at the time of the Account owner's death. If the Bank must use principal to satisfy the debt and the Account is a time deposit, you are subject to the applicable early withdrawal penalty.

E. REMOTELY CREATED CHECKS: You agree not to deposit any Remotely Created Checks into your ZiFi Accounts. In the event you attempt to deposit any such Remotely Created Checks, you acknowledge and agree we may (without limitation): (i) close your Account; (ii) require that you establish and/or maintain a reserve Account pledged to us in an amount we reasonably believe may be needed to cover any future chargebacks, returned items, and/or claims that such items were unauthorized, in our sole discretion; (iii) assert any other right which may have under this Agreement. Neither any action taken under this Section or our receipt and processing of any Remotely Created Checks by us notwithstanding the prohibition set forth herein shall act to waive your ongoing promise to not deposit such items in the future, and may result in Account closure. Further, if any Remotely Created Check is deposited to your Account and returned unpaid, or the payment or check is revoked or disputed, notwithstanding the date of return, revocation, or dispute, and regardless of whether such return, revocation, or dispute was rightful, you owe us the check amount. We may take the amount you owe us from any of your Accounts with us or any reserve Account established for Remotely Created Checks, and you are liable for any deficiency. You agree to indemnify us for any loss, expense, fine, penalty, or damage that we may incur in connection with any Remotely Created Check deposited by you. Further, we will refuse to pay any remotely created check created by any third party drawn on your Accounts, until such time as may determine in our sole discretion. In the event that such remotely created check is presented to us for payment, we reserve the right to return any and all such instruments and you agree that such return or refusal shall constitute rightful dishonor under Applicable Law, and we will not be liable for any damages whatsoever and you agree to indemnify and hold the Bank harmless from any loss, costs, or expenses arising (directly or indirectly) from the same.

F. REPRESENTATIONS AND WARRANTIES WITH TRUNCATED OR SUBSTITUTE CHECKS AND OTHER CHECK IMAGES: You represent and warrant you will not to deposit, present to us for payment, make payment requests or attempt to pay any third parties using any truncated checks, substitute checks, or electronic images created by you of original checks. By presenting truncated checks, substitute checks, or electronic images created by you of original checks you agree to indemnify, defend, and hold us harmless for all our damages arising from your truncation or creation of the substitute check and we can decline deposit of any substitute checks not warranted by another financial institution, in addition to any other rights we may have under this Agreement, including but not limited to Account closure and/or termination of this Agreement. The foregoing is in addition to any warranties, representations, terms or conditions applicable to the Mobile Check Deposit Service, as may be set forth in the ZiFi Digital Banking Service Agreement or other Account Documents.

G. NON-PAYMENT OR RETURN OF DEPOSITED ITEMS: YOU ARE RESPONSIBLE TO US FOR ALL CHECKS, ITEMS, OR OTHER AMOUNTS DEPOSITED WITH US THAT ARE RETURNED OR REVOKED, EVEN THOUGH WE HAVE MADE THE FUNDS AVAILABLE TO YOU. We reserve the right to charge back to or debit any of your Accounts for any deposited items or amounts which are returned or revoked by electronic or other means at any time (including deposits initiated or made by third parties) and notwithstanding passage of a drawee bank's midnight deadline or other applicable deadline for returns. Such charge back or debit may result in an overdraft balance and associated fees. When there are insufficient available funds in your Accounts, or if we demand, you agree to immediately reimburse us. You agree to do everything reasonably within your ability to assist us in locating, identifying, or replacing a lost item. We may resubmit returned items for payment but have no obligation to do so.

6. WHEN WILL FUNDS BE AVAILABLE – YOUR ABILITY TO WITHDRAW FUNDS

A. GENERALLY. For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. When funds are "available," they are included in your Available Balance. This means that they can be withdrawn by you, and we can use them to honor any payment orders or Transactions. Except as otherwise stated herein, if you make a deposit before the applicable cut-off time on a Business Day, we will consider that Business Day to be the day of your deposit. However, if you make a deposit after the applicable cut-off time or on a non-Business Day, we will consider the day of your deposit to be the next Business Day we are open. If you need earlier access to the deposited funds, you will need to ask us specifically by contacting Client Support at 1-800-341-7303.

We may delay funds availability under any circumstance as permitted by Applicable Law (such as deposits that we decline to accept for deposit and/or other deposits that are not governed under the funds availability rules of Regulation CC, as it may be amended from time to time, or similar provisions of law).

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this Section.

Certain Account-related services may follow different funds availability policies. In such cases, the service will provide you with separate notice of funds availability at the time of enrollment or the time of the Transaction.

We reserve the right to send any item for collection instead of accepting it for deposit, and in such cases, we may delay availability until we have final settlement.

If deposited funds are subject to an extended or exception hold, then you will be able to see that the funds are not included in your Available Balance by logging into Digital Banking.

B. **AVAILABILITY OF FUNDS IN YOUR ACCOUNT; ELECTRONIC DEPOSITS.** Funds from electronic direct deposits (e.g., payroll or government benefits) and other incoming ACH credits, internal transfers through Digital Banking and incoming wires are generally available upon our receipt.

C. **AVAILABILITY OF FUNDS IN YOUR ACCOUNT; ACH SETTLEMENTS.** When you initiate an ACH incoming transfer through Digital Banking (such as an External Transfer, as defined in the Digital Banking Service Agreement), as result of your external deposit account being debited, we will generally make the funds that represent the settlement of your ACH external transfer available by the fourth (4th) Business Day from the Settlement Date, (as defined in the ACH data accompanying the transaction). This means that we hold the funds for three (3) Business Days, starting on the Settlement Date, and will generally release the hold no later than the opening of business on the fourth (4th) Business Day.

D. **AVAILABILITY OF FUNDS IN YOUR ACCOUNT; MOBILE CHECK DEPOSIT SERVICE.** Except as otherwise stated in this Section, we will hold the proceeds for checks deposited via the Mobile Check Deposit Service on a single Business Day through Digital Banking for six (6) Business Days starting on the Business Day of your deposit. This means all the proceeds from such deposit will be available on the sixth (6th) Business Day (which is commonly described as the fifth (5th) Business Day following the Business Day we received your deposit).

Please Note: We currently may not offer Mobile Check Deposit Service; however, if and when we offer Mobile Check Deposit Service, then you agree and acknowledge that this subsection applies to the proceeds of those deposited checks. Please see the ZiFi Digital Banking Service Agreement for additional terms and conditions applicable to the Mobile Check Deposit Service.

Please see the ZiFi Digital Banking Service Agreement for additional terms and conditions applicable to the Mobile Check Deposit Service.

E. **FUNDS AVAILABILITY FOR NEW CUSTOMER ACCOUNTS.** If you are a new customer (i.e., you have not had an Account with ZiFi for 30 days immediately preceding the opening of the Account in which the deposit is being made) this subsection will apply during the first thirty (30) days your Account is open. Electronic Direct Deposits, ACH Settlements, incoming wires and internal transfers through Digital Banking by new customers are available in accordance with the corresponding subsections above. However, for checks deposited via the Mobile Check Deposit Service on a single Business Day through Digital Banking by new customers, all proceeds from such deposits will be available on the tenth (10th) Business Day (which is commonly described as the ninth (9th) Business Day following the Business Day we received your deposit), notwithstanding other terms in this Section.

With respect to new customers (as defined herein), this subsection controls over other Sections, subsections, or provisions on funds availability in this Agreement or Account Documents.

F. **ACCOUNT BALANCES AND REPORTED STATUS OF FUNDS AND TRANSACTIONS FOR ALL ACCOUNTS.** All funds balances or check or other Transaction status that we may report to you in any manner (e.g., "available," "collected," "current," "cleared," "posted," "memo posted," Credited, Debited, or "paid," etc.) are merely accounting balances and may not reflect holds that we have put in place. Such balances and/or Transaction amounts do NOT mean that the stated balance or Transaction status cannot be reversed for reasons required or permitted by law, payment system rule, clearinghouse rule, this Agreement, Account Documents or other agreement with you (e.g., subsequent holds by us, return of checks previously credited to your Account due to insufficient funds, stop payment, breach of warranty, or fraud, etc.). Balances and Transaction status are always subject to adjustment, reversal, or revocation for the foregoing reasons without prior notice. Bank employees and Client Support representatives are not authorized to make promises or representations to the contrary. Transactions you make in reliance on such reported balances or Transaction statuses are at your own risk.

7. AUTHORIZATION HOLDS ON ACCOUNTS

A. **HOLDS ON FUNDS IN DEPOSIT ACCOUNT FOR PENDING TRANSACTIONS:** Pending Transactions are authorized Transactions that have not yet posted to your Account. These Transactions may include Credits, Debits, and Authorization Holds (which could result from requests by merchants for authorizations of Debit Card Transactions). Authorization Holds often result from Debit Card Transactions involving online or in-store retailers, restaurants, gas stations, airlines, hotels, or car rental agencies. The amount of an Authorization Hold may differ from the amount of the final Transaction. When the Transaction settles, the actual amount posted to your Account may be greater or lesser than the amount used for the Authorization Hold. Each merchant determines its own procedure for the amount to request for authorization in connection with a Transaction, and the timing of Authorization Holds may vary. Certain merchants may take days or weeks to release cancelled Transactions. The final Transaction amounts will appear on your Account statement.

B. **EFFECT OF AUTHORIZATION HOLD ON OTHER TRANSACTIONS:** Debit Card Transactions and related Authorization Holds may impact your Available Balance. It is important to know that your Available Balance may change between the time you authorize a Debit Card Transaction and the time the Transaction is paid. You are responsible for maintaining a sufficient Available Balance in your Account to cover the full amount of a Debit Card Transaction (to include, for example, additional tip placed when paying a restaurant charge) plus any other Debit Transactions you or others have conducted that may post to your Account during the Authorization Hold.

An amount subject to an Authorization Hold may not be applied to settle a specific Debit Card Transaction or any other specific Transaction. Rather, an Authorization Hold temporarily designates funds until the merchant submits the payment and may affect other Transactions as follows:

- During our real time posting process, the Authorization Hold, which is just a temporary designation of funds in your Account for the amount of the Signature-Based Transaction and is not "posted" to your Account until (i) the merchant finally settles with us; or (ii) 72 hours following the date of the authorization (whichever is earlier), and may still allow other Transactions to post to your Account according to the order in which we pay Transactions and other debits (such as fees) (please refer to the "Posting Order" section of this Agreement for more information). As such, when the merchant finally settles, we are legally obligated to pay the Transaction even if you have conducted other Transactions that have depleted your Available Balance. In that case you may incur an Overdraft fee even if your Account had a sufficient Available Balance when the merchant requested authorization.
- Also, the presence of an Authorization Hold (which may be for more or less than the actual amount of the purchase) on your Account could affect the Available Balance needed to cover other Transactions that may be trying to post to your Account (e.g., checks you have written, ACH debits, final settlement for previous Signature-Based Transactions, PIN-based Debit Card Transactions). Depending on the aggregate amount of the Authorization Hold(s) (for one or more Transactions), other Debit Transactions that you initiate may be declined.

For example, if you present your Debit Card to a hotel to cover incidental charges during a hotel stay, the hotel will seek to obtain an Authorization Hold on funds in your Account equal to the total amount required by the hotel. If you are staying for 3 nights, and the hotel requires $50 per night to cover incidentals, you can expect an Authorization Hold on your Account for the entire amount ($150), which is the amount that will not be available to pay other items presented against your Account while the Authorization Hold is in place.

If you do not ultimately use your Debit Card to pay for your purchases, or if the actual amount of purchases posted to your Account varies from the estimated amount authorized by us, it is the responsibility of the merchant, not us, to cancel the prior authorization based on the estimated amount. The failure of the merchant to cancel a prior authorization may result in a temporary reduction of your Available Balance. If the authorization is for an amount higher or lower than the actual purchase amount, the Authorization Hold may remain on your Account for 72 hours from the date of authorization, even after the actual purchase may be paid from your Account. The actual purchase amount will be paid from your Account whenever the merchant sends it to us, even if that is after the Authorization Hold has expired.

PLEASE NOTE: Your Available Balance (when viewed through digital, online, and mobile services) may not immediately reflect the amount of a Signature-Based Transaction during the day of the purchase.

8. WITHDRAWALS FROM YOUR ACCOUNT

A. UNDERSTANDING YOUR ACCOUNT BALANCES: It is important to understand that your Account has two kinds of balances: a Current Balance and an Available Balance.

I. Current Balance: The Current Balance is the amount of funds in your Account after we have "posted" all Credits and Debit Transactions. While it may seem that the Current Balance is the most up-to-date computation of the amount of funds in your Account, that's not always the case. The Current Balance will not reflect your outstanding Debit and Credit Transactions – for example, a check you have written but that we have not yet received for payment, or a scheduled ACH Credit to your Account that we have not received.

Here's an example of how we calculate your Current Balance: On Monday morning your Account shows a $100 Current Balance, and during that day you write a check for $60. If the check recipient holds the check all day on Tuesday, on Tuesday evening your Current Balance will be $100 and will remain at that figure until the recipient deposits your check and is paid $60 from your Account. At that point, your Current Balance will be reduced to $40.

II. Available Balance: The Available Balance is the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending Transactions that have been authorized but may not yet have been processed (posted), such as Debit Card POS Transactions, online transfers, ATM Transactions, and pending deposits.

Here's an example of how we calculate your Available Balances: On Monday morning the Available Balance in your Account is $100. If you swipe your Debit Card at a restaurant for $35, we will place an Authorization Hold on your Account for $35. On Monday evening, your Account would show a $65 Available Balance due to the authorized $35 payment to the restaurant. If the Current Balance also was $100 on Monday morning, it would be unchanged Monday evening because the payment to the restaurant had not yet posted. When the restaurant submits the Transaction for final settlement (which could be a few days later and could be for more than $35 if you added a tip), we will post the Debit (withdrawal) to your Account, and the Available Balance – along with the Current Balance - will both reflect $65 (or lower if you added a tip).

PLEASE NOTE: You can check both your Account's Current Balance and Available Balance when you review your Account online, at an ATM, or by phone. Because the Available Balance reflected in our system may not include some Transactions (e.g., electronic transactions you have scheduled for the future), it is possible to overdraw your Account if you rely on your Available Balance as displayed in our system to determine if you have sufficient funds to cover a particular Transaction. The best way to know how much money you have available for withdrawal from your Account is to record and closely track all Transactions that you or others make in your Account. You may also check your Account's Available Balance (and Current Balance) by viewing your Account online, through our mobile banking application, at an ATM, and by contacting Client Support.

B. MERCHANT-DELAYED DEBIT CARD TRANSACTIONS: If a merchant obtains an authorization for an Everyday Debit Card Transaction, and we note the amount relating to the authorization by creating an Authorization Hold, we will release the Authorization Hold for the amount of the authorization for the Transaction after 72 hours from when the authorization was provided. In this event, your Available Balance would not reflect this Transaction until it is posted to your Account.

C. CLEARED VS. OUTSTANDING CHECKS OR ITEMS: When you set up automatic ACH payments (or write a check drawn on your Account, to the extent such capability is available), those debit (withdrawal) transactions will not be reflected in your Available Balance at the time you authorize the payments to be made. Rather, these types of transactions will be reflected in your Available Balance (as well as the Current Balance) when the transactions post to your Account. Further, the Bank does NOT report to you whether any Item you have deposited has "cleared" or been paid by the financial institution upon which it is drawn, even if you inquire specifically about the status of that check or Item. If you inquire about the status of a specific deposited check or Item, the Client Support representative or employee cannot tell you whether that check has been paid or has "cleared." The Bank only reports to you whether it still has an internal hold on the funds represented by the check or Item deposited to your Account. You remain responsible to the Bank for the collectability or validity of any check or Item you deposit. You agree that regardless of any verbiage used by you or a Bank employee in your inquiring about or discussing the status of a deposited check or Item (e.g., cleared, collected, paid, available funds), the information you receive DOES NOT reflect whether or not the check or Item has been paid or whether the Bank can still reverse the deposit and look to you for the funds. Please be aware that fraud often occurs in relation to counterfeit cashier's checks that are presented to you as legitimate, and the fraudulent party seeks to acquire the funds from you at the time the Bank makes the funds available but before the fraudulent check is returned unpaid.

D. WHO MAY MAKE WITHDRAWALS: Any person listed as an Authorized Signer on the account may make withdrawals, including amounts up to the balance of the account (including any amounts that the Bank may elect to honor as overdrafts). In the event that we are presented a check, item, or other debit previously signed or initiated by an authorized signer whose authorization may no longer exist (e.g., death, incapacity, deletion from signature card), we may at our discretion, pay that check, item, or other debit (but are not required to do so) so long as: (i) the date of the check or item, or the initiation of the debit is prior to when authorization lapsed or was terminated; (ii) we have not been delivered written notice of the event causing the lapse of authorization along with reasonable identification of the affected items with sufficient time to implement the notice; or (iii) the check, item, or debit was initiated through an electronic service, or using other digital or online access, for which the signer had access prior to the lapse or termination of signing authority or for which you did not change or terminate digital banking or online login credentials to which the signer had access.

E. RESERVATION OF RIGHT FOR NOTICE OF WITHDRAWAL: We reserve the right to require notice in writing at least seven (7) days prior to any withdrawal from an interest- bearing Account (other than a time deposit or demand deposit) and from any other savings account as defined by Regulation D. (We are required by law to reserve this right; however, our general practice is not to exercise it.) Early withdrawals from a time account (e.g., prior to maturity or any required notice period) may be subject to restriction or penalty. See your notice of penalty for early withdrawal.

F. INTERNAL CONTROLS – COMMERCIAL/BUSINESS CUSTOMERS: We strongly recommend that you review your internal controls for fraud prevention as part of your duty to exercise ordinary care. We also recommend that all Accounts use check stock with anti- fraud security features.

9. WITHDRAWAL GENERAL RULES

Withdrawals must be made by methods that we specifically permit. We do not and will not permit you to use your Account to issue checks, drafts or any negotiable instruments drawn on your Accounts for the purpose of paying third parties or otherwise initiating any Debits or withdrawing funds from your Account nor will we cash any check you may have written drawn on your Account, subject to our sole discretion. Until such time as we permit withdrawal by check, draft or other negotiable instruments (in our sole discretion), any and all checks, drafts or negotiable instruments drawn on your Accounts may be returned by the Bank without any inquiry or notice to you, which you acknowledge may affect your Available Balance and/or result in Debits or other transactions being declined after the check, draft or negotiable instrument is posted, but before we can effectuate any such return. Further, you agree and acknowledge that our refusal to pay any check presented or cash any check you have written (which is presented for negotiation of cash by a payee), shall not constitute wrongful dishonor and we will not be liable for any losses, costs, expenses or damages arising directly or indirectly therefrom whatsoever (including, without limitation, any such losses, costs, expenses, damages relating to the decline or rejection of other Debits or transactions affecting your Account as a result of your Available Balance being insufficient after the check in question was posted, but before the return or final payment of such check). Also, you agree and acknowledge that it is your responsibility to ensure that you do not write checks off of your account when the payee is entitled to a negotiable instrument payable in cash under the applicable law, such as any law governing the payment of wages to an employee. Lastly, you agree to indemnify, defend and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by us directly or indirectly from: (i) our refusal to cash or otherwise negotiate a check presented in person by the payee or a holder in due course (whether or otherwise); and (ii) the omission of the restrictive notation on the front of each check as set forth in this subsection.

When such capability is made available to you, if you make a check payable to multiple payees but fail to use an unambiguous term or symbol saying the check is payable to all payees jointly (such as "and" or "&" between named payees), then, in our sole discretion, we:

- We may imply the term "or" and pay the check upon endorsement by any one named payee: or
- We may treat the check as payable to all payees jointly and require the endorsement of all payees jointly and to dishonor the check without liability to us if presented without the endorsement of all payees; and
- You agree acknowledge and agree we are permitted to elect either of the foregoing at law or equity.

We may reject withdrawals or transfers that exceed the limitations on the number of withdrawals or amounts for the Account type or withdrawal method. We may also close your Account or treat it as being a type of Account that allows the number or type of Transactions, in which case your Account will be subject to fees, interest rates, and other rules of the applicable new Account type. For determining frequency, the date of the Transaction is the date we process and complete the Transaction.

The Bank continues its review of required customer identification after the opening of an Account or acceptance of an initial deposit, and we may impose withdrawal or other restrictions until we have completed our identification review. We are not required to pay nonconforming items or requests, even if we have done so previously.

You agree that we may pay any substitute check presented that replaces a valid check by you (so long as there are no errors in the creation of the substitute). For determining adequacy of available Account funds to pay any Item, we may make that determination at any time after we receive the Item until we return the Item (or provide notice). Although only one determination is required, any subsequent determinations will use the Available Balance and funds availability at the time of the subsequent determination.

A. RESTRICTIONS ON NUMBER/FREQUENCY OF TRANSFERS: The number of withdrawals (including any Funds Transfers) per statement month (or cycle of approximately four weeks) that you may make from any ZiFi Savings or money market account is limited. Your withdrawal limitations may vary by Account type and are described in your account disclosure. We are not required to honor withdrawals exceeding any transfer limit applicable to your Account even if we have done so in the past, and we may charge you a fee if you exceed the limit during the statement month. In addition, certain withdrawals may be allowed without limitation based on your Account type. See your account disclosure for more details.

B. ATM TRANSACTIONS AND DOLLAR LIMITS: You may access your ZiFi Account(s) by ATM using your ATM Card and PIN or Visa® Debit Card and PIN; provided, however, at this time ATM capabilities are limited to: (1) viewing information about the Account balance(s) of checking or savings Account(s);; and (2) cash withdrawals from checking or savings Account(s) (subject to applicable limits on the total dollar volume of Transactions allowed daily using your ATM or Debit Card).

PLEASE NOTE: Any ATM services or capabilities above may not be immediately available until such time as we determine in our sole discretion; provided, we shall not obligated to provide you any notice of any kind that such services are or will be available, except as may be required by Applicable Law. Further, any services within this Section may be subject to fees set forth in your Schedule of Fees in addition to any applicable fees assessed by third-party ATM owners or operators, which may include other Divisions of Zions Bancorporation, N.A. Notwithstanding anything to the contrary in this Agreement or otherwise within the Account Documents, you may not use any ZiFi-issued ATM or Debit Card to make any deposits to your Accounts via any ATM.

C. TYPES OF VISA® DEBIT CARD POS TRANSACTIONS AND DOLLAR LIMITATIONS: You may use your Debit Card to Debit an eligible designated Account to purchase goods or pay for services (in person, online, or by phone), to get cash from a merchant (if the merchant permits), or from a participating financial institution, and to do anything that a participating merchant will accept. You may not request a stop payment on a POS Transaction, Signature-Based Transaction, or cash advance.

For security reasons, there are limits on the total dollar volume of Transactions allowed daily using your Debit Card.

D. CURRENCY CONVERSION: If you incur a charge in foreign currency, Visa International will convert the charge into a U.S. dollar amount. Currently, the currency conversion rate used is either a wholesale market rate or a government-mandated rate in effect one day prior to the date the Transaction is processed by Visa International plus an amount that is disclosed in the separate Schedule of Fees. The currency conversion rate in effect on the processing date may differ from the rate in effect on the Transaction date or the posting date.

E. TYPES OF ATM CARD PIN-BASED TRANSACTIONS AND DOLLAR LIMITATIONS: You may use your ATM Card to make PIN-based Debits to an eligible designated Account to purchase goods or pay for services (in person), and to get cash from a merchant (if the merchant permits) or from a participating financial institution. For security reasons, there are limits on the total dollar volume of Transactions allowed daily using your ATM Card.

10. SIGNATURES

A. CHECK EXAMINATION; AUTOMATED PROCESSING; RESTRICTIVE LEGENDS; MULTIPLE SIGNATURES: Because of the volume of checks we process we may employ automation and not individually examine each check. Automated processing relies primarily on information encoded onto each check in magnetic ink (MICR) at the bottom of the check. You acknowledge that we may use automated processes in processing payment of checks so that we can process a larger volume of items at a lower cost to all customers. You acknowledge and agree that we may not examine each check (including reviewing for signatures, endorsements, and other items) and may not determine if every necessary data element is included or proper. You acknowledge and agree that automated processing is a reasonable and commercially accepted manner for us to handle, process, and pay your checks and Items and that we are exercising due care even in employing automated processing. Without affecting the generality of the foregoing, we are not required to review checks or other items (whether drawn on your Account or deposited by you) to identify or enforce any special instructions or limitations or restrictive legends. We may disregard restrictive legends or notations printed or inserted on the checks but not encoded on the MICR line, even though these legends may be important to you. A restrictive legend includes any added language that purports to condition or restrict the payment of the check, such as "valid only for 60 days," "Not to exceed $500," or "Amounts over $1,000 must be countersigned."

We do not enforce multiple signature requirements unless we have explicitly agreed in a separate contract. Any policy you adopt internally for multiple signatures on checks shall not be binding or impose any duty of care on us.

B. ELECTRONIC, SCANNED, AND FACSIMILE SIGNATURES: We are not required to pay items with facsimile, digital, electronic, stamped, or scanned signatures or logos or marks substituting for signatures (collectively "Substitute Signatures"). If you desire to employ Substitute Signatures, you must make separate written arrangements with us. If you issue any check or other order containing a Substitute Signature, that issuance shall also constitute your authorization to us to pay and charge your Account for any subsequent checks or other orders drawn on us bearing that Substitute Signature. This authorization is valid regardless of who imprints the Substitute Signature or how it is imprinted so long as the Substitute Signature reasonably matches the example Substitute Signature we have. As the use or imprinting of a Substitute Signature is crucial, you must notify us immediately if you suspect misuse or loss of control of a Substitute Signature.

C. SETTLEMENT OF SIGNATURE-BASED TRANSACTIONS: Once we have given authorization to the merchant on a Signature-Based Transaction and an Authorization Hold has been placed, the merchant must settle the Transaction by submitting the final Transaction amount to us for processing. Settlement of Signature-Based Transactions will generally occur in one of the following two types of scenarios, which have different outcomes for the Authorization Hold:

- If the merchant settles (commonly described as the merchant requesting final payment for the Transaction) on or before the expiration date included in the preauthorization, then the Transaction will be paid, and the Authorization Hold will expire immediately. The Debit for the final amount is posted to your Account, which reduces both the Available Balance and the Current Balance.
- If the merchant does NOT settle on or before the expiration date included within the preauthorization, or the merchant takes longer than 72 hours from the authorization to request final payment for the Transaction (or we cannot match the merchant's Transaction with the Authorization Hold due to, among other reasons, a variation between the amount of the Transaction and the amount of the Authorization Hold), the Authorization Hold will expire—but the Transaction might not be paid at that time. In this case, funds which had been subject to the Authorization Hold will be credited to your Available Balance.

In both these scenarios, if the Available Balance in your Account is not sufficient when the merchant submits the final Transaction amount to us, the settlement may cause your Account to incur an Overdraft Fee (if applicable). <u>This can occur even if your Account had a sufficient Available Balance when the merchant requested authorization.</u>

Here's an example of how your Account could incur an Overdraft Fee (if applicable) under the scenarios above: On Monday morning, the Available Balance in your Account is $100.00, and you expect that a payment (Credit) will be made to your Account by another person. During that day, you first write a check for $75.00 and, later, you use your Debit Card at a merchant for $65.00. We place an Authorization Hold (to be released within 72 hours of the Transaction date) for $65.00, and that amount promptly reduces the Available Balance to $35.00. After 72 hours, the

Authorization Hold expires, and the amount of funds is Credited to your Available Balance, bringing the Available Balance to $100.00 by Thursday evening. On Friday, we process and post the Debit Transaction for $75.00 for the check you wrote, and that Debit reduces your Available Balance to $25.00. However, by the following Monday, the payment (Credit) from the other person has not yet posted. If on that next Monday the merchant presents the original Debit Card Transaction for payment, and the Available Balance is less than the amount needed to pay the Transaction of $65.00, the Debit Card Transaction will overdraw your Account and you may incur an Overdraft Fee (if applicable).

Please refer to the "**Effect of Authorization Hold on Other Transactions**" Section of this Agreement for more information.

In all situations described above, we are legally obligated to pay the actual final amount of the authorized Debit Transactions to the merchant(s) or payees. An Overdraft Fee may be charged, if you don't have a sufficient Available Balance when the merchant settles (if applicable and/or to the extent any Debit Card Overdraft or other overdraft services are offered and made available in connection with ZiFi Accounts -- see the Section entitled "Overdrafts" for more details concerning Overdrafts and Overdraft Fees).

11. OVERDRAFTS

At this time, there are no Overdraft Services available with respect to your ZiFi Accounts – we may make such Overdraft Services available to you in the future at our sole discretion, subject to additional terms and conditions. Further, without limiting any applicable terms in this Agreement, in the event we receive Items affecting your Account and you do not have a sufficient Available Balance to pay such Items when due, we will decline to pay such Items; provided, however, it is possible your Account may become negative for other reasons and you agree you are responsible for any such negative amounts, subject to this Agreement.

12. POSTING ORDER

A. CREDITS TO YOUR ACCOUNT AND ORDER OF PROCESSING WITHDRAWALS: To assist you in managing your Account, we are providing the following information regarding the order of how we process transactions on your Account.

I. Real Time Processing of Items to Your Account: Under real time processing, Credits and Debits affecting the Account are processed chronologically throughout each Business Day in the order we receive them. This means that we process and post Transactions in the order that they are received during each Business Day and before the displayed cutoff time. For example, the Digital Banking Service Agreement and/or Digital Banking itself states the various cutoff hours for various services offered through Digital Banking. As these Transactions come into the Bank, they will be posted to your Account in the chronological order in which they are received, with some exceptions, as set forth herein.

Although the Bank may receive transactions continually throughout the day, the Bank receives transactions for processing in two manners:

1. <u>One-Off Transactions:</u> Transactions that are automatically posted to the Bank's processing system at the time they are conducted (e.g., Internal Transfers through Digital Banking, ATM transactions, wires, and Point-of-Sale PIN-based Debit Card transactions); and

2. <u>Transaction Batches:</u> Credits or Debits that are processed by the Bank through an incremental or periodic processing feed, whereby the Bank, at regular time intervals, (usually hourly) submits or receives Batches of items or transactions since the prior time segment for processing. Examples of transactions that are processed in this manner include: Point-of Sale signature-based Debit Card transactions, Automated Clearinghouse (ACH) transactions, Federal Inclearings (checks presented for payment from another financial institution) and remotely deposited checks.

We process and post in the received chronological order for both One-Off Transactions and Transaction Batches. With respect to Batches, there could be Credits and Debits for your Account in any one particular Batch. If so, we will post the Credits in each Batch before we post the Debits that are in the same Batch. The Debits in any particular Batch will be posted in ascending order. This means we will post from low-to-high in value. However, any Debits that represent checks, drafts and/or remotely created checks drawn off of your Account will post in ascending order; but they will post by check number and not by dollar amount (unlike ACH debits) (if and when applicable). This means that checks with the lowest check numbers will be paid first even if the dollar amount of those checks are higher than the other checks presented in the same Batch. Also, any Credit or Debit that is a One-off Transaction and is received at the same time we receive a Batch or while a Batch is still being processed will generally post after the Batch; but it may be possible that the One-Off Transaction is credited or debited at the time it is received. Legal holds, such as levies, are applied or otherwise attached to the funds in your Account based on the time stamp our procedures and/or systems provide.

Real time processing still imposes an end-of-day cut-off on the processing of items on the Account. This end-of-day cutoff point for our real-time processing is 10PM Eastern Time (ET) on the Business Day in which we receive the item. Any items received after the cut-off for that particular Business Day are warehoused and then generally posted at or around 5am Eastern Time (ET) the following Business Day. The status of the Account at the end-of -day cutoff is used for calculating interest and determining balances for statement purposes as well as end-of-day balances (including Current and Available Balance). Depending on the type of transaction and our overdraft settings, we will make overdraft and insufficient funds determinations either (i) in real time as transactions are authorized and posted; or (ii) as part of our end of day processing.

Initiation of Debit Transactions prior to an expected Credit Transaction being posted may result in the Debit being declined if your Available Balance does not have sufficient funds. You should bear in mind that in order to avoid incurring Overdraft Fee(s) (if applicable) or having items from your Account declined or returned unpaid when you write a check or initiate a Debit (including Debit Card transactions), you should make sure your Account contains sufficient available funds to cover the Transaction (and, in the event of a delay in processing or presentment, at the time the Item or Debit is presented against your Account for payment). We encourage you to create and maintain careful records and practice good Account management to help you to avoid writing checks or making Debits without sufficient available funds and incurring resulting insufficient funds fees. Reviewing your Transactions via Digital Banking and signing up for alerts, when available, can help you to manage your Account with the most up-to-date information.

II. Real-Time Processing Exceptions: The following are Credit or Debit Transactions that may not be posted in accordance with the foregoing:

- ACH credits post before ACH debits within each Batch (as noted herein);

- Items that fall out of our real time processing, including, but not limited to, due to insufficient available funds, one or more holds, delays in response time frames, or an error in the information presented to us or a mismatch of the data provided as compared to our records, are posted to your Account throughout the Business Day; however, ACH debits within the Batch are posted before these types of items;

- ACH credits originated by you that Debit your Account in order to fund External Transfers to another deposit account you own at another financial institution (under the Transfer Service) will generally post to your Account the next Business Day (although your Available Balance my reflect the Debit sooner);

- Debit Card transactions that have to be manually posted due to an inability for them to post automatically upon receipt will post to your Account throughout the Business Day;

- Accrued interest earned on your Account (and, if applicable, future accrued interest for non-Business Days that come after the last Business Day in the same month), will post to your Account at the end of the last Business Day of the month; and

- Fees that are not posted at the same time we post the applicable transaction are posted to your Account at the end of the Business Day after all of the foregoing items have posted.

B. PAYMENT OF POSTDATED CHECKS: We do not review checks for post-dating (a date on the check that is in the future). You agree that we may pay postdated checks, in our sole discretion.

C. STALE-DATED CHECKS: A stale-dated check is a check with a date that is six months or more before presentation to the Bank. At our discretion, we may pay a stale- dated check issued by you and/or drawn on your Account. Our Agreement, however, does not require us to pay a stale-dated check even if we have previously paid them. If you no longer wish a check to be paid, you should place a stop payment order. You acknowledge and agree that we shall not be liable for any costs, expenses incurred or other liability arising from our decision to pay or not to pay any stale-dated check.

13. ADDITIONAL FEES YOU MAY BE CHARGED

A. ZIFI BUSINESS ACCOUNTS SCHEDULE OF FEES: Such fees will be charged without notice directly to your Account as they are incurred. Payment must be made immediately and can be taken by set-off from any other Account or account you own which is held by the Bank or any Division. This liability includes costs and attorney fees that we incur in connection with the Account, including disputes or Disputes between you and the Bank, co-Owners, Authorized Signers, Authorized Principals (or similar parties), third parties claiming rights to your Account, or others claiming to be Agents or authorized representatives, executors, administrators or officers of the owner of the Account. We can deduct our costs and attorney fees from your Account without notice to you.

B. FOREIGN TRANSACTION FEES: Generally, whenever you use your Visa® Debit Card to purchase goods or services from a merchant who processes the Transaction in either: (1) US Dollars at a location outside the United States (including U.S. territories such as Puerto Rico and the U.S. Virgin Islands); or (2) in a foreign currency other than U.S. Dollars, we will charge a Foreign Transaction Fee reflected as a percentage of the purchase or amount of the Transaction as set forth in your Schedule of Fees. We will charge this fee even if you are in the United States when you make the Transaction.

We also charge a Foreign Transaction Fee on cash withdrawals from your Account made at an ATM located outside the United States. This fee is based on the amount of the withdrawal converted to U.S. Dollars and is in addition to any withdrawal fee, foreign bank service charges, and out-of-network ATM fees that may apply.

If your purchase or cash withdrawal is processed in a foreign currency, your Debit Card's network will convert the amount of the Transaction to

U.S. Dollars before it is posted to your Account. Generally, the applicable currency conversion exchange rate will be the rate in effect on the date the Transaction is processed by your Debit Card's network or posted to your Account and may differ from the rate in effect on the date of your Transaction. For more details concerning currency conversion methods by certain card networks, i.e., Visa® (Visa International)[1] and STAR® please see applicable terms within the Withdrawal Section of this Agreement.[2]

Here are examples illustrating how Foreign Transaction Fees are determined for Debit Card Transactions:

- If you are in California when you make a purchase from a merchant located in Italy, via the merchant's Web site and denominated in Euros, we will charge you a Foreign Transaction Fee based on the total purchase amount converted to U.S. Dollars.
- If you are in Italy when you make a purchase from a merchant located in California, we will not charge you a Foreign Transaction Fee.
- If you make a cash withdrawal at an ATM located in Mexico, we will charge you a Foreign Transaction Fee based on the total amount of the withdrawal expressed in U.S. Dollars.

C. FEES ASSOCIATED WITH DEBIT CARD PURCHASE TRANSACTIONS: When you use your Debit Card for an Everyday Debit Card Transaction, you are making a withdrawal from your ZiFi Business Checking Account. You may be asked to use your PIN, sign a sales slip or other document, or only to provide your Debit Card number. Some merchants may assess a fee for this type of Transaction. We are not liable if a merchant or financial institution refuses to accept your Debit Card or Debit Card number. We are authorized to rely on the merchant's coding of the Transaction as an Everyday Debit Card Transaction for all purposes, including refusing or paying the charge and assessing an Overdraft Fee (if applicable) if the Account has an insufficient Available Balance. When a Debit Card Transaction is conducted, the merchant requests that we authorize the Transaction. In deciding whether to authorize the Transaction, we look at the Available Balance in your checking Account. If you do not have sufficient available funds to cover the requested transaction, we will not authorize the merchant to accept the transaction and the transaction, generally, will be declined. If, however, there are sufficient funds available in your checking Account, we will authorize the merchant to permit you to conduct the Transaction.

- When a Debit Card Transaction is conducted as a PIN-based Transaction, we deduct the amount of your Transaction, including any charge imposed by the merchant, almost immediately from the Available Balance in your Account. However, depending on how the merchant presents your PIN-based transaction, some PIN-based transactions will not almost immediately deduct the amount from your Available Balance. For example, the merchant processor may submit a pre-authorization. In this instance, an amount will be applied and deducted for your Available

1. Visa is a registered service mark of Visa International Service Association, Foster City, CA 2. STAR is a registered trademark of Star Network LLC, Houston, TX

Balance for your PIN-based transaction; but the final amount that posts when your PIN-based transaction finally settles (meaning the merchant presents the transaction to us to be finally paid) may be a different amount.

- When an Everyday Debit Card Transaction is conducted as a Signature-Based Transaction, we place an Authorization Hold on the Available Balance in your Account in accordance with the Section entitled "Settlement of Signature-Based Transactions.
- When you use your Debit Card for an online purchase, some merchants (through a participating network) request approval of the Transaction, but the amount is not deducted from your Available Balance until the merchant ships your purchase and submits the payment to us for settlement. We have no control over this arrangement with online Transactions initiated by these merchants or the participating network. As is true with all your Debit Card Transactions, you are responsible for keeping a record and closely tracking the Transactions in your Account so that you maintain a sufficient Available Balance to cover all Transactions until they are posted to your Account. We have no responsibility for whether a merchant submits a Debit Card Transaction as PIN-based or signature-based but may rely on the manner of presentment of the Transaction to us.

  PLEASE NOTE: Some merchants such as car rental companies or hotels, may request approval from us and indicate an estimate of the amount of your purchase. The estimated amount may be more or less than the actual, final amount of the purchase since, at the time you initiate the Transaction, the merchant may not know the eventual, final amount of your purchase.

D. ATM OPERATOR/NETWORK FEES: When you use any ATM, you may be charged a fee by us and the ATM operator (or any network used). Also note, you may be charged a fee for a balance inquiry by us and the ATM operator even if you do not complete a fund transfer. There are no ATMs operated or owned by the trade name of the ZiFi or ZiFi Division. For fees we charge, please refer to your Schedule of Fees.

E. LOST, DESTROYED OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS: At this time, we will not provide you the ability to issue cashier's checks from your ZiFi Accounts payable to third parties. However, in the event you are issued a cashier's check by us in connection with your Account proceeds, please note that under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim:

- You must be the remitter (or drawer of a certified check) or payee of the check;
- We must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check;
- We must receive the notice in time for us to have a reasonable opportunity to act on it;
- You must give us a declaration (in a form we require) of your loss with respect to the check; and
- You can ask us for a declaration form.

Even if all these conditions are met, your claim may not be immediately enforceable. Except as may otherwise be dictated by Applicable Law, we may pay the check until the 90th day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the 90th day after the date of the check or date of acceptance and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

14. STOP PAYMENT ORDERS (CHECKS, DRAFTS, NEGOTIABLE INSTRUMENTS ITEMS).

Stop payment orders on checks must be given consistent with law and must afford us a reasonable opportunity to act on the request. You or any Authorized Signer or Authorized User may place a stop payment on one or more checks or Items by calling Client Support at (800) 341-7303 Monday through Friday, excluding federal holidays, before 3:00 P.M. Eastern Time (ET) on any Business Day; subject to this Agreement (including this Section; or through any such mechanism or feature, if and when we may make it available within Digital Banking (subject to our sole discretion). Your stop payment order must provide the Account number on which the check is drawn and the amount, payee, date, and check number (or serial number). We are not responsible for stopping payment on checks if you do not provide this information or if you provide inconsistent information.

In issuing us any stop payment orders, you agree to indemnify and hold us harmless against any claims or damages arising from carrying out the order, including attorney fees. You agree that each stop payment order also constitutes your agreement to cooperate with us in defending against any litigation or handling any claims against us arising from the stop payment order. Your stop payment order also constitutes your assignment to us of any rights you have against the payee or holder of the check. Despite a stop payment order, a "holder in due course" of your check may have the right to collect the check against you notwithstanding any defenses or claims you may have against the payee of the check.

As stated, our stop-payment cut-off time is 3:00 PM Eastern Time (ET) on the next Business Day after the Business Day on which we receive the check or Item subject to this Section.

If we pay an Item for which you placed a valid stop-payment order, we may be liable to you for up to the amount of the Item if you had a legal right to stop payment. You must establish, however, that you suffered a loss because of the payment. We will not be liable for any amount(s) more than the face amount of the Item. We also may have certain rights of subrogation that we may be able to assert in defense of or as an offset against liability to you.

If your check has been converted to an electronic ACH debit and you wish to stop that Transaction, contact Client Support at (800) 341-7303 promptly or follow applicable instructions in the ZiFi Digital Banking Service Agreement. Checks converted to ACH require different stop payment procedures. Stopping the paper check will not stop the electronic Transaction.

Currently, we do not charge a fee for each stop payment order. However, we reserve the right to charge a fee at any time in the future after we have given you proper notice. You agree and acknowledge that each stop-payment order will expire after one year (unless otherwise disclosed by us when the stop payment is placed). If the Item is still outstanding after that time, you may request another stop-payment order for an additional like period and for an additional fee, if applicable. We are not obligated to notify you when a stop-payment order expires. If your stop-payment order is given orally, we may request you confirm it in writing within 14 days for it to remain in effect. See your Schedule of Fees for details.

Stop Payments and Remotely Created Checks (Drawn on Your Account) – Like any standard check, a remotely created check (sometimes called a telecheck, preauthorized draft, or demand draft) is a check or draft that can be used to obtain payment from your account. Unlike a typical check or draft, however, a remotely created check is not signed by you. In place of your signature, the check usually has a statement that you have authorized the check or has your name typed or printed on the signature line. For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from your account. If you authorize a third party to draw a remotely created check against your account, **WE MAY NOT BE ABLE TO PREVENT PAYMENT OF THE REMOTELY CREATED CHECK WHEN PRESENTED TO US AND WILL NOT BE LIABLE FOR ANY LOSSES ARISING FROM SUCH ITEMS.** In addition, if we are able to prevent payment on any such remotely created check and return it upon presentment, such return or dishonor shall not constitute wrongful dishonor under applicable law and you agree to hold us harmless and indemnify us for any losses, costs or expenses arising (directly or indirectly) therefrom

PLEASE NOTE: Your foregoing rights to stop payment do not extend to cashier's checks, official checks, teller's checks, or money orders for which you are not identified as the drawer, or other instruments not issued by you. You may request that we attempt to dishonor such an instrument that we issued for you, but: (1) we shall have no obligation to accept your request; and (2) even if we accept your request, we shall have no liability to you if we nevertheless choose or are subsequently compelled to pay the instrument. Without limiting the foregoing, if we believe that such an instrument is presented by or for a person who might be a holder in due course, or who might otherwise have the right to obtain payment from us, we can pay that instrument without notice to you (even if you have paid us a fee to request dishonor of the instrument). To request us to dishonor such an instrument, we may require that you pay us a nonrefundable processing fee and to execute an agreement holding us harmless from any loss that you, we, the payee, or any other person may incur as a result of dishonoring the instrument (or paying such an instrument despite your request).

PLEASE NOTE: You may be able to place a stop payment order on one or more checks through Digital Banking. Please see your ZiFi Digital Banking Service Agreement for further details.

15. SUBSTITUTE CHECKS AND YOUR RIGHTS

To make check processing faster, federal law permits banks to replace original checks with substitute checks. A substitute check is a reproduction of an original check. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic Debits to your Account. However, you may have rights under other law with respect to those Transactions.

A. YOUR RIGHTS REGARDING SUBSTITUTE CHECKS: In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, insufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your Account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 Calendar Days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

B. MAKING A CLAIM FOR A REFUND: If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact the Client Support at (800) 341-7303. You must contact us within 40 Calendar Days of the date that we delivered the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: your name, your Account number, the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

C. REQUIREMENTS TO DEPOSIT A SUBSTITUTE CHECK: You agree not to deposit substitute checks or checks bearing a substitute check legal equivalence statement (e.g., "This is a legal copy of your check. You can use it the same way you would use the original check.") to your Account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items later, and we may cease doing so without prior notice. You agree to indemnify, defend, and hold us harmless from all losses, costs, claims, actions, proceedings, and attorney's fees that we incur because of any such checks that you transfer to or deposit with us, including without limitation, any indemnity or warranty claim that is made against us because:

- The check fails to meet the requirements for legal equivalence;
- A claimant makes a duplicate payment based on the original check, the substitute check or paper, or electronic copy of either; or
- A loss is incurred due to the receipt of the substitute check rather than the original check.

Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all the information on the front and back of the original check when it was imaged.

16. YOUR ELECTRONIC FUNDS TRANSFERS

A. ATM AND DEBIT CARD TRANSFER TYPES AND LIMITATIONS: Account access: You may access your eligible Account(s) by ATM using your ATM Card and PIN or Visa® Debit Card and PIN, to:

- Get cash withdrawals from checking or savings Account(s). However, for security reasons, there are limits on the total dollar volume of Transactions allowed daily using your ATM or Debit Card;
- Transfer funds between certain checking and savings Account(s), as we may enable or permit from time to time, subject to our sole discretion and which may be subject to additional limitations such as being limited to transfers between accounts held at with ZiFi and/or between the same business entity/customer;
- View or get information about the Account balance of checking or savings Account(s).

PLEASE NOTE: Any ATM services or capabilities above may not be immediately available until such time as we determine in our sole discretion; provided, we shall not obligated to provide you any notice of any kind that such services are or will be available, except as may be required by Applicable Law. Further, any services within this Section may be subject to fees set forth in your Schedule of Fees in addition to any applicable fees assessed by third-party ATM owners or operators, which may include other Divisions of Zions Bancorporation, N.A. Notwithstanding anything to the contrary in this Agreement or otherwise within the Account Documents, you may not use any ZiFi-issued ATM or Debit Card to make any deposits to your Accounts via any ATM.

You may also use your Visa® Debit Card to Debit an eligible designated Account to purchase goods or pay for services (in person, online, or by phone), to get cash from a merchant (if the merchant permits), or from a participating financial institution, and to do anything that a participating merchant will accept. You may not request a stop payment on a POS Transaction, Signature-Based Transaction, or cash advance.

B. ELECTRONIC FUNDS TRANSFER FEES: The Schedule of Fees for your Account explains the fees and other charges that apply to electronic fund transfers. Please carefully review the Schedule of Fees for your Account. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

C. ADVISORY AGAINST ILLEGAL USE: You agree not to use your Account(s) or card(s), or to make other electronic Funds Transfers, for payments that are unlawful under any Applicable Law. Display of a payment card logo by, for example, an online merchant does not necessarily mean that Transactions are lawful in all jurisdictions in which the cardholder may be located.

D. ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES: You may authorize a third party to initiate electronic fund transfers between your eligible Account and the third party's Account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payments network. Your authorization to the third party to make these transfers can occur in several ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the Transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your Account number and bank information. This information can be found on your check. Thus, you should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized Credits. You may arrange for certain Direct Deposits to be accepted into your checking or savings Account(s).
- Preauthorized payments. You may arrange to pay certain recurring bills from your checking or savings Account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic Funds Transfer to collect a charge in the event a check is returned for insufficient funds.

E. TELEPHONE TRANSFERS: At this time, you are not permitted to access and make transfers to or from your Accounts via telephone (including touch-tone telephone).

F. TELEPHONIC, FACSIMILE AND VOICEMAIL INSTRUCTIONS: Except as we may specifically set forth otherwise in this Agreement or other Account Documents we are not obligated to act upon or carry out instructions transmitted via telephone, facsimile, or voicemail unless we have agreed in a separate writing to do so.

G. LIMITATION ON LIABILITY: We are not responsible or liable in any manner for any of the following: the refusal or delay of any other financial institution, any merchant, or any person to honor your card(s); any goods or services purchased with your card(s); any unsuccessful attempt to obtain prior credit authorization for any Transaction when the authorization system is not working (except and only to the extent described in the following subparagraph); and any unsuccessful attempt to use your card in an ATM when the ATM or system is not working or is temporarily closed or out of order (except and only to the extent described in the next subparagraph).

H. UNAUTHORIZED ACTIVITY, UNAUTHORIZED TRANSFERS; LOST, STOLEN OR COMPROMISED ACCESS DEVICES OR ACESS CREDENTIALS: TELL US AT ONCE BY CALLING CLIENT SUPPORT AT 1-800-341-7303 IF YOU BELIEVE YOUR CARD, PASSWORD, CODE, ACCESS CREDENTIALS AND/OR OTHER ACCESS DEVICE(S) HAS BEEN LOST OR STOLEN.

I. ELECTRONIC TRANSFER ERRORS: Subject to the Section entitled FUNDS TRANSFERS; DUTY TO REPORT UNAUTHORIZED OR ERRONEOUS PAYMENT, in case of questions about Funds Transfers affecting your Account(s), contact us at Client Support at (800) 341-7303 as soon as you can, if you think your Account statement or receipt is wrong or if you need more information about a transfer or Transaction listed on the statement or receipt.

17. ACH AND WIRE TRANSFERS

Funds Transfers are subject to Applicable Laws and regulations in the Applicable State, **EXCEPT TO THE EXTENT THIS AGREEMENT, THE ZIFI DIGITAL BANKING SERVICE AGREEMENT OR ACCOUNT DOCUMENTS EXPRESSLY STATE OTHERWISE.** "Funds Transfer" means the series of Transactions—beginning with your payment order—made for the purpose of making payment to the beneficiary of the order. A Funds Transfer is typically made via an ACH entry, or wire transfer. Unless otherwise prohibited or required by law or payment network rules, if you originate a Funds Transfer and identify an intermediary financial institution, a beneficiary financial institution, an account and/or a beneficiary by both name and a number, we and each beneficiary financial institution may rely on the identifying number to make payment (even if the number identifies a financial institution, account, or person different from the one identified by name). You agree that you and your ACH payment orders shall be bound and governed by the National Automated Clearing House Association (Nacha) rules. Under these rules, payments (originated by you or made to you) are provisional until final settlement is received by the receiving financial institution through a Federal Reserve Bank or payment is made under Section 4A-403(a) of the Uniform Commercial Code of the Applicable State, except to the extent expressly stated otherwise in this Agreement or the Account Documents. If we have made a Funds Transfer available to you and do not receive final settlement or payment, you must return the funds, and we are entitled to deduct the funds from any of your Accounts with us. If we receive a payment order to Credit an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or Credit.

Except as may be restricted or required by law, we reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically, or in writing. You agree to indemnify, defend, and hold us harmless for any loss, damage, claim, action, and liability that results, and any charges and costs we incur in connection with any request by you to amend or cancel a payment order. Our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any incidental, indirect, special, consequential, or punitive damages that you incur in connection with payment orders, even if we are aware of the possibility of such damages.

Unless we agree otherwise in writing, any Authorized Principal, Primary Administrator and, if entitled to do so, any Authorized User (including any Agent) on your Account shall have authority to request wire and ACH transfers on that Account. If you have entered into a specific wire transfer agreement or ACH agreement with us, the provisions of such agreement shall in all respects be deemed applicable to any wire or ACH transfer instructions initiated by an any Authorized Principal, Primary Administrator and, if entitled to do so, any Authorized User (including any Agent) on your Account, even if such person has not been specifically identified in such wire or ACH transfer agreement as a person authorized to request wire or ACH transfers. The provisions contained in this Agreement supplement, but do not supersede, the provisions of any such wire or ACH transfer agreement.

18. FUNDS TRANSFERS – EXCEPT TO THE EXTENT THIS AGREEMENT, THE ZIFI DIGITAL BANKING SERVICE AGREEMENT OR ACCOUNT DOCUMENTS EXPRESSLY STATE OTHERWISE, this section is subject to Article 4A of the Uniform Commercial Code, as adopted in the State of Utah, and terms used in this section have the meaning given to them in that Article 4A and governs all Funds Transfers conducted by Fedwire, unless otherwise provided by law. Our sending or receipt of Funds Transfers under this Agreement is also subject to all Nacha rules and rules of the Board of Governors of the Federal Reserve System and their operating circulars. This Agreement controls Funds Transfers unless supplemented or amended in a separate written agreement or disclosure by us.

A. **FUNDS TRANSFER DEFINED:** "Funds Transfer" means the series of transactions, beginning with your payment order, made for the purpose of making payment to the beneficiary of the order, which includes Internal and External Transfers. A Funds Transfer is completed by the acceptance of the payment order by the beneficiary's bank. We may accept a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

B. **AUTHORIZED ACCOUNT:** If you have not designated one, any Account you have with us is an Authorized Account so long as payment of a payment order from that Account does not violate any restriction on the use of that Account. We will not facilitate and you agree not to attempt to provide us any payment order or instruction to Debit your business or other non-consumer ZiFi Account to facilitate an international transfer of funds by an individual sender for his or her personal, family, or household purposes.

C. **REJECTION OF YOUR PAYMENT ORDER:** There is no requirement or obligation that we accept any payment order on a Funds Transfer or any payment order request or instruction from you. If we reject your payment order request or other instruction and give you notice after the execution date, we are not liable to you for any interest on the funds in a non- interest-bearing Account.

D. **CUT-OFF TIME:** Payment orders (or amendments, including cancelations) not received prior to our cut-off time for Funds Transfers will be viewed and treated as received upon the opening of our next Funds Transfer Business Day. Our Funds Transfer cut-off times may vary, depending on the type of Funds Transfer orders and means of communicating orders (e.g., telephone or ZiFi Digital Banking).

E. **PAYMENT OF YOUR ORDER:** You authorize us to withdraw from any Authorized Account the amount of any payment order we accept from you along with all expenses and fees. We are entitled to such withdrawal no later than the payment or execution date. ACH payment orders require prefunding unless otherwise agreed by us in writing. The Funds Transfer is completed when final settlement is received by the receiving bank or financial institution through a Federal Reserve Bank or payment is made under Section 4A-403(a) of the Uniform Commercial Code.

   You are not obligated to pay uncompleted payment orders, but you are still responsible to pay us all expenses and fees for our services. Nevertheless, if your instruction was for the Funds Transfer to be routed through an intermediate bank, and the intermediate bank has suspended payments and will not refund us, you are still obligated to pay us for the payment order. You will not be paid interest on any refund arising from non-acceptance of a payment order by the beneficiary's bank.

F. **SECURITY PROCEDURE:** You and we may set forth in a separate agreement or disclosure (which may include the ZiFi Digital Banking Service Agreement) a "security procedure" which, when satisfied, shall be deemed to conclusively verify the authenticity of a payment order (or amendment, including cancelation) issued in your name. You agree and affirm that you have no unique circumstances affecting the commercial reasonableness of that security procedure unless your circumstances are disclosed to us for that purpose in a separate writing that we have received and signed. If we offer you a commercially reasonable security procedure and you refuse, you agree that we may rely upon and accept (and you will be obligated by) any payment order purporting to be from you or issued in your name—whether or not authorized—that we accept in good faith and in compliance with your chosen security procedure.

G. **DUTY TO REPORT UNAUTHORIZED OR ERRONEOUS PAYMENT:** You must exercise ordinary care to promptly review all payment orders and amendments (including cancelations) issued in your name that we accept for proper authorization, amount, and beneficiary, and any other errors. You must exercise reasonable promptness and ordinary care to discover and notify us of unauthorized or erroneous payment orders or Funds Transfers. You must notify us of the relevant facts with sufficient information to identify each specific Funds Transfer or payment order. Reasonable promptness will depend on the circumstances but will not under any circumstance exceed 14 days from the time you are notified of our acceptance or execution of the payment order (or amendment) or that the funds were withdrawn from your Account, whichever is earlier. Failure to provide us with timely notice shall preclude you from receiving interest on any returnable amount. If you fail to perform any of these duties to review, discover, and report an erroneous or unauthorized payment, and this failure causes us to incur a loss, you agree that you will be liable to us for the amount of the loss (not exceeding the amount of your order).

H. IDENTIFYING NUMBER: Unless otherwise prohibited or required by law or payment network rules, if you originate a payment order or Funds Transfer and identify an intermediary financial institution, a beneficiary financial institution, an account and/or a beneficiary by both name and a number, we and each receiving or beneficiary financial institution may rely on the identifying number to make payment (even if the number identifies a financial institution, account, or person different from the one identified by name). Your obligations shall not be excused in these circumstances.

I. RECORDING OF ORAL OR TELEPHONE ORDERS: Subject to Applicable Law, you consent, agree, and authorize that we may record any oral or telephone payment orders or amendments (including cancelations).

J. NOTICE OF CREDIT: You agree we are not required to give you notice of payment orders we receive that are credited to your Account, but these payment orders will be reflected on your Account statements.

K. PROVISIONAL CREDIT: You agree to be bound by the NACHA operating rules for any Funds Transfer through the ACH system, which provide that payments are provisional until final settlement is made through a Federal Reserve Bank or payment is made under Section 4A-403(a) of the Uniform Commercial Code.

L. REFUND OF CREDIT: If we have made a Funds Transfer available to you and do not receive payment or final settlement, you must return the funds, and we are entitled to deduct the funds from any of your Accounts with us.

M. AMENDMENT OF FUNDS TRANSFER AGREEMENT: Our right to amend any term of this Agreement by giving you reasonable notice in writing applies to all provisions governing Funds Transfers. With respect to provisions governing Funds Transfers, such notice may be given to you by delivery to anyone you have authorized to send payment orders in your name, including, without limitation, any Authorized Principal, Primary Administrator and, if entitled to do so, any Authorized User (including any Agent).

N. CANCELLATION OR AMENDMENT OF PAYMENT ORDER: You may amend or cancel your payment order only if communicated to us before our applicable Funds Transfer cut-off time and with a reasonable opportunity for us to implement it. Our cut-off times may vary, depending on the type of Funds Transfer order and means of communicating orders (e.g., telephone or online). The communication must be consistent with the security procedure applicable to communicating that type of Funds Transfers or payment order or instruction under this Section.

O. INTERMEDIARIES: We are not responsible or liable for the acts of any intermediary in relation to your payment order or Funds Transfer, regardless of whether we selected the intermediary. We are not responsible for acts of God, outside agencies, or non-salaried agents or Agents.

P. LIMIT ON LIABILITY: Except as prohibited by law, you waive any incidental, indirect, special, consequential, or punitive damages, including loss of profit, against us arising out of a payment order or Funds Transfer. We are also not liable for attorneys' fees arising from erroneous execution of a payment order or Funds Transfer, payment order or other instruction under this Section.

Q. ERRONEOUS EXECUTION: If we pay you more in error than the amount of a payment order received, we are entitled to recover from you the amount paid in excess of the amount of that payment order, notwithstanding any claim you may have against the sender of the funds.

R. DEADLINE FOR OBJECTION TO PAYMENT: If we give you reasonable notice of a Funds Transfer made pursuant to a payment order or other instruction issued in your name as sender (including but not limited to notice by a mailed Transaction confirmation, mailed Account statement, email, SMS text message, or display in Digital Banking), you shall have no claim (and be barred from claiming) that we are not entitled to retain payment for that Funds Transfer unless you notify us in writing of your objection to that payment order within 90 days following the date of the Funds Transfer. PLEASE NOTE: Any shorter time period specified in a separate written agreement or disclosure for a specific type of Funds Transfer (e.g., a telephone-based wire transfer agreement) shall govern over the foregoing time periods.

19. YOUR SECURITY RESPONSIBILITIES

You are responsible for preserving the confidentiality of your Account number(s), Account access device(s) (e.g., an ATM Card, Debit Card, and/or PIN), and Account access credentials or Access Credentials (e.g., username and password). Do not divulge or share your Account number(s), access device(s), or any Access Credentials access credentials with anyone unless you are granting them full access to your money and know the other person will preserve the confidentiality of your Account information or Access Credentials. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your Account number, access device, or Access Credentials could use them to withdraw money from your Account, with or without your permission.

A. ACCOUNT NUMBERS; REMOTELY CREATED CHECKS: If a thief obtains your Account number, the thief can create checks that look authorized and attempt to withdraw money from your Account. A Remotely Created Check can be created with your Account number and used to access money from your Account. A Remotely Created Check does not contain an authorized signature but can still be processed and paid.

For example, if you provide your Account number to someone over the telephone, that person can use the Account number to create a Remotely Created Check and withdraw money from your Account. If you have approved or authorized the creation of a Remotely Created Check, it is properly payable. We are not able to verify your authorization or intended amounts on Remotely Created Checks.

B. ACCESS DEVICES AND ACCESS CREDENTIALS: Except as may be limited by Applicable Law, giving your access device (e.g., an ATM Card, Debit Card, and/or PIN) or Account access credentials or Access Credentials (e.g., online banking password) to any person with permission to use it means that you will be responsible for whatever withdrawals or transfers that person makes, even if that person exceeds the authority you granted that person, or any limitation on your own authority. Please review the additional information provided in connection with specific access devices.

C. BLANK CHECKS: You are responsible for safeguarding and preserving any blank checks, and you must notify us if you are missing any checks or suspect they have been lost or stolen. This duty to safeguard your checks includes monitoring access to blank checks or check stock, particularly if you allow others (including any Authorized Signers, Authorized Principals or Agents) access to the physical area where checks may be stored, or if you are a business with employees or others who may have authorized or unauthorized access the checks. You will bear any loss arising from negligent control and safeguarding of your checks.

20. ACCOUNT CLOSURE

A. HOW TO CLOSE YOUR ACCOUNT: You may request to close your Account at any time. However, you should not close your Account until all the Transactions you arranged for have been paid, and you should leave enough funds to pay them and any fees. You are also responsible for canceling any electronic/ACH Debits or Credits to your Account. You are responsible for notifying us of any Transactions, whether Debits or Credits, that are still outstanding and have not cleared the Account. YOUR ACCOUNT WILL NOT BE CLOSED UNTIL WE PROCESS YOUR REQUEST. Please check your Account following your request date to ensure the Account has been closed.

If your Account is closed for any reason, you authorize us to re-open your Account to process any Transactions authorized prior to Account closure, or for other purposes consistent with Applicable Law. AS PART OF THE ACCOUNT CLOSURE, ANY ACCOUNTS LINKED TO THE CHECKING ACCOUNT AS OVERDRAFT PROTECTION WILL BE DE-LINKED (TO THE EXTENT APPLICABLE AND/OR MADE AVAILABLE SUBJECT TO OUR SOLE DISCRETION). You are responsible for any service fees, including charges for insufficient funds, Overdraft services, and the return of unpaid items, that may result from how we process the Transaction. If your Account is reopened, it may take up to 10 Business Days before your existing relationship rates and/or benefits are applied, if applicable. If your Account is closed before interest is credited, then at the time of account closure you will receive the interest accrued up to the day before account closure. We will not reverse service fees charged t, your closed Account if the Account is later reopened at your request or by a Transaction posting to the Account as described above.

B. OUR RESERVATION OF RIGHT TO CLOSE YOUR ACCOUNT: We reserve the right to close your Account at our sole discretion. IF YOUR ACCOUNT MAINTAINS A ZERO BALANCE FOR 30 CONSECUTIVE CALENDAR DAYS AT ANY TIME (WHETHER IMMEDIATELY FOLLOWING ACCOUNT OPENING OR OTHERWISE) DURING THE ACCOUNT RELATIONSHIP, YOUR ACCOUNT MAY BE CLOSED WITHOUT NOTICE. If we elect to close your Account for other reasons, reasonable notice may be provided to you. We may freeze, limit activity, or otherwise condition your use of the Account after notice and prior to closure. If we suspect possible fraud or use of your Account in connection with illegal activities, we may close it immediately and notify you afterward. Upon closure, unless you make other arrangements with us, we will send you the balance of the Account via check to the last address the Bank has in its records for the Account. (If the Bank retains an open Account of yours, the Bank reserves the right to move the funds of the closed Account into the open Account.) The Bank may return items unpaid that are presented after Account closure.

You agree that we shall be relieved of all responsibility for refusing to honor any check or other Item on a closed Account. Your obligations to indemnify us continue after the closing of your Account. Your agreement to these terms, and your monetary and nonmonetary obligations to us by law or under this Agreement (including without limitation any Overdraft or other amount that you may owe to us, our rights to indemnity, our rights to charge back or reverse amounts deposited to your Account or paid to you, your obligation to review statements and report errors or unauthorized entries, and your agreement to the dispute resolution provisions herein) shall all survive any closure of your Account or termination of this Agreement.

C. DORMANT ACCOUNTS: An Account is considered dormant when: (a) there is no customer-initiated Debit or Credit activity to an Account; and (b) the customer has not had contact or communicated with ZiFi for more than 365 consecutive days (or 730 consecutive days for non-demand deposit, savings Accounts). "Customer-initiated Activity" means things like making a deposit or withdrawal, cashing a check (if applicable), or transferring funds, including through Digital Banking. or Automatic or recurring transactions and Bank-assessed fees, automatic interest postings, or other bank-initiated actions do not count as Customer-initiated Activity. Once your Account becomes dormant:

- We may restrict certain services, such as ATM or debit card access, online banking, or check-writing privileges (provided that such check writing is allowed), until you reactivate the Account;
- We may decline to pay interest on any dormant Accounts and/or re-Credit any unpaid interest even where a dormant or closed Account is subsequently reactivated or reopened;
- Monthly service charges or other dormant Account fees may continue to apply, as explained in the Schedule of Fees and it is our policy not to reverse fees, or service charges in the event a dormant or closed Account is subsequently reactivated or reopened.

You can prevent your Account from becoming dormant by keeping it active. Completing any Customer-initiated Activity will reset the applicable dormancy period. We may permit you to restore your Account to active status (subject to our sole discretion) by contacting Client Support at 1-800-341-7303 and following the reactivation steps we provide.

D. UNCLAIMED PROPERTY: The law generally requires that we transfer unclaimed property (e.g., Account balances, or outstanding cashier's checks) to the state. Generally, the funds in your Account become unclaimed in the absence of any activity or communication with us for a certain number of years specified by the laws of the Applicable State. Once we have transferred unclaimed property to the state, we are no longer responsible or liable for it, or for expenses to reclaim the property. You are solely responsible for requesting return from the governing state agency. Unless prohibited by Applicable Law, we may charge a fee (disclosed in the Schedule of Fees) for discharging our legal responsibility.

21. ADDITIONAL ACCOUNT TERMS, CONDITIONS AND INFORMATION

A. ADDITIONAL PROVISIONS AND TERMS

I. **Account Products and Change of Account Products:** We are continually changing our Account products and the features that are offered with each product. You agree that we may change the product classification or choice of your Account so long as we give you notice of the change and the specific date on which the change will occur. For Accounts with early withdrawal penalties, adverse changes will not occur prior to the next maturity date on the Account. If you keep the Account open after the change date specified in the notice, you agree to the new Account product.

II. **Account Transfer:** Account ownership is governed only by our records and the signature card of your account. No assignment or transfer of the account is valid or effective unless we agree and incorporate the assignment or transfer into our records (including any transfers to a trust).

III. **Multiple Accounts as Part of Deposit Relationship:** When you apply for a deposit relationship with ZiFi, you will open both a ZiFi Business Checking Account and a ZiFi Business Savings Account as part of that relationship.

IV. **Address, Telephone, E-mail, or Name Changes:** You must promptly notify us of any change in your: (i) mailing address or street address; (ii) telephone number; (iii) name; and (iv) change in e-mail address. It is your responsibility to notify us of any change in your e-mail address for each such enrolled electronic service, including ZiFi Digital Banking and any products or services provided therein. Notification of any change may be by one owner of an account with multiple owners. At our discretion, we may require notification to be in writing. Until you notify us, we will use the contact information that we have in our records to communicate with you, and you must give us a reasonable period of time to change such information in our records.

V. **Adjustments; Reversal:** You agree and hereby authorize that we may make adjusting entries (including debits or credits) to your Account or accounts to reverse or correct: (1) any previous entry (whether by ACH, other electronic, paper item, or other transaction) that was in whole or in part executed without authority or in error by us, the payor, or any third party; or (2) any discrepancies between actual amounts tendered for deposits, Credits or Debits and totals or itemizations. Further, we may reverse or adjust the amount or date of any credit or debit posted to your account in error or in erroneous amount, whether that posting was provisional or final.

VI. **Legal Process:** This section applies when we receive any subpoena, order (including an ex parte order), writ (including a writ of attachment, execution, garnishment, or replevin), levy, search warrant, seizure warrant, forfeiture order, receivership order, or similar or other order purporting to apply to or affect your Account, including the taking or freezing of funds in your Account (collectively, "legal process"). If we receive any legal process, we can comply with or respond to that legal process without liability to you (subject to our security interest and offset rights). This ability exists notwithstanding the manner or validity of service or delivery, or the validity of the jurisdiction of the court or authority or agency issuing the legal process. You agree that the Bank may view itself and treat your Accounts as subject to court and agency jurisdiction in any state in which the Bank maintains a branch or financial center. We may also issue an internal freeze or hold on the Account and await a final judicial order or determination regarding the legal action. Our ability to act in response to legal process includes legal process that may be against only one co-Owner or against an Authorized Signer if the legal process so directs. We will not be liable if Account funds are not available for withdrawal or to pay items drawn on the Account. We may charge your Account the fee specified in the Schedule of Fees or other fee disclosure for responding to any legal process.

VII. **Liability:** You agree to the Schedule of Fees, which is disclosed separately. Such fees will be charged without notice directly to your Account or account as they are incurred, in accordance with this Agreement. Each of you who is an Authorized Principal (including their respective Agents or authorized representatives) agrees to be individually liable for any account shortage, Overdraft or overdraft, negative balance or loss. This liability exists regardless of whether or not you caused the shortage or overdraft, or whether you personally benefited from the transactions leading to the shortage or overdraft. Payment must be made immediately and can be taken by set-off from any other account with us you own. This liability includes costs and attorney fees that we incur in connection with the account, including disputes between you and the Bank, co-Owners, Authorized Signers (or similar parties), third parties claiming rights to your account, or others claiming to be authorized representatives or officers of the owner of the account. We can deduct our costs and attorney fees from your account without notice to you.

VIII. **Monitoring and Recording Telephone Calls:** Subject to applicable laws, you agree and acknowledge that we may monitor or record phone calls for security and quality control purposes.

IX. **Digital Banking:** When you apply and/or open a ZiFi Account through the Account Opening Platform (or other such platform as we may make available from time to time), you are automatically enrolled in our ZiFi Digital Banking services (also referred to as online banking and/or mobile banking). Our Digital Banking services are governed by both the general terms of this Agreement and the ZiFi Digital Banking Service Agreement along with any Account Documents for certain services, including any addenda thereto, as amended from time to time. From time to time, additional technologies for online and mobile banking services may be made available for your use on the condition that you agree to the terms of addenda applicable to those technologies.

When you use the services under our ZiFi Digital Banking Service Agreement, you are responsible for any features or services we have automatically activated and those that you, the Primary Administrator or your Authorized Users may activate or otherwise enroll your Accounts. You are responsible for monitoring the activities on your Account and of any user to whom you supply log-in credentials or other Digital Banking Access Credentials, including knowing what services or features have been activated, what access entitlements have been granted, which Accounts are enrolled or linked, and what payee or other payment templates (including External Transfers, ACH, or recurring payments) have been established.

X. **Attorneys' Fees, Collection Costs:** In the event we reasonably need to engage legal counsel (including in-house counsel) in order to establish or enforce our rights or remedies under this Agreement (including, but not limited to, collecting Overdrafts, or recovering money, payments, or property improperly or erroneously paid, credited, or delivered to you or received by you), or to defend against any claim asserted or to be indemnified by you, you agree to pay applicable attorneys' fees, costs, and other expenses incurred by us, whether or not any action is filed, and whether incurred before or after judgment.

XI. **Currency Transaction Reporting:** If applicable based on underlying facts or circumstances, we may be required by law to obtain and report aspects of certain cash Transactions, particularly larger cash Transactions. If we are unable to obtain the required information, we are prohibited from carrying out the Transaction.

XII. **Fraud and Unauthorized Activity - Claim of Loss:** Except as may otherwise be set forth in this Agreement, ZiFi Digital Banking Service Agreement or other Account Documents, in cases of forgery, fraud, alteration, or other unauthorized activity, if you claim reimbursement, you must cooperate with us in investigating the loss. You must give us an affidavit with reasonable information, including specific items, amounts, and dates that are claimed. Although the Bank may be obligated to act in response to your claim, you also agree that you will report to law enforcement authorities the wrongdoing or any criminal act related to claims of lost or stolen checks, forgery, fraud, alteration, or unauthorized withdrawals or activity. After you have notified us, we will have a reasonable time to investigate the surrounding facts and circumstances and to make a determination of the validity of the claim. Other than an action involving bad faith, we are not liable for any indirect, incidental, special, consequential, or punitive damages you may incur, including loss of profits, or for any of your attorney fees.

While seeking reimbursement from us, you agree not to waive or compromise any rights you have to recover the loss against any other person who may be liable to pay for or who has insured the loss. You are obligated to pursue these rights of repayment or insurance coverage; at our option, we may require that you assign those rights to us. If we are obligated to reimburse you for unauthorized or fraudulent items, our liability will be reduced by any insurance or other reimbursement proceeds you receive from other sources. In addition, any liability that we may incur for funds transferred to or intercepted by a person other than your intended payee shall be reduced by any amount or benefit ultimately received by your intended payee, directly or indirectly.

The foregoing terms and conditions are **in addition to any applicable or related duties or obligations owed by you under this Agreement** (including duly reviewing Account statements and reporting or notifying us of any errors or unauthorized Debits, Transactions or activity within prescribed time periods).

XIII. Interest: For any amount that you owe the Bank pursuant to this Agreement, including but not limited to Overdrafts, you agree to pay the Bank interest thereon at the rate specified in your Schedule of Fees from the time the amount becomes due until it is paid (or, if less, the maximum percentage allowed by law). If a different interest rate is specified in this or another written agreement for a particular type of obligation, then that contractual rate shall apply to that specified obligation.

XIV. Internet Gambling Notice: The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person, including a business, engaged in the business of betting, or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. Such Transactions are termed "Restricted Transactions" (defined in 12 Code of Federal Regulations Part 233). Restricted Transactions are prohibited from being conducted or processed through your Account. Restricted Transactions include those in which Credit or proceeds of Credit (including credit cards); electronic fund transfers; or any checks, drafts, or similar instruments are knowingly accepted in connection with the participation of another person in unlawful Internet gambling. We have elected to not offer Accounts to organizations that offer or sponsor Internet gambling. You represent and warrant to us that you shall not conduct or process Restricted Transactions through your Account, and that you neither offer nor sponsor lawful or unlawful Internet gambling. Accounts receiving or processing Internet gambling Transactions are subject to closure.

XV. Trusts (Revocable) Obligated to Update: If and when made available or offered subject to our sole discretion, revocable trusts agree to be responsible to supply the Bank with sufficient documentation to establish the identity of successor trustees and to keep the Bank updated with any amendments that affect management or control of the trust Account, including any amendments to the designation of trustees or successor trustees.

XVI. Organization of Checking Accounts: We internally organize your ZiFi Business or other checking or demand Account(s) so that it consists of two subaccounts — one being a transaction or checking subaccount and the other being a non-transaction subaccount. You will conduct your checking activity on the checking subaccount, and you cannot directly access the non-transaction subaccount. We will automatically — without any additional action or request from you (or any cost to you) — transfer funds between the two subaccounts. Ordinarily, you will not be able to notice this two subaccounts organization or any impact on the operation of your checking Account but organizing your Account in this manner allows us to reduce costs. The two subaccounts organization will not affect or alter the ordinary FDIC coverage on your Account(s) and will not alter your statements or interest calculation for interest- bearing Accounts.

XVII. Pass-Through Insurance: You acknowledge and agree that at this time, ZiFi does not offer or provide any Account or other product to be held by any persons for the benefit of, or in any fiduciary capacity for any other persons or third parties (except as we may otherwise permit in this Agreement, at our sole discretion). At such time any such accounts are made available by us (in our sole discretion), you may wish to consult a professional adviser to determine if your Account or account is properly established and the records are being properly maintained in accordance with FDIC requirements for "pass-through" insurance. The Bank is not responsible for and will not make a determination or representation relative to proper record maintenance of an Account or account seeking eligibility for "pass-through" insurance. As outlined in 12 Code of Federal Regulations 330, certain requirements, including recordkeeping requirements, must be met for certain fiduciary accounts to benefit from pass-through FDIC insurance coverage. For the non-contingent interest of each participant to benefit for any available FDIC insurance coverage, the Bank's records must specifically disclose that the depositor holds the funds deposited in a fiduciary capacity. This means that the details of the fiduciary relationship between the depositor and its participants and the participant's interest in the deposits must be distinguishable.

XVIII. Pledges: Any co-Owner may pledge a part or all of the Account funds to us for any purpose to which we agree, subject to our sole discretion. Any pledges must be satisfied before we will pay any surviving co-owners or beneficiaries of the Account.

XIX. Retention of Check Copies and Statements and Check Return: At such time as we allow checks to be drawn on your ZiFi Accounts (subject to our sole discretion), we will provide you images of your paid checks in connection with your electronic Account statement.

XX. Indemnity: Without limiting or affecting any other specific indemnification obligation set forth herein, each Owner agrees to indemnify, defend, and hold harmless the Bank and its officers, agents, and employees from all costs (including without limitation attorney's fees), losses, claims, actions, and proceedings that arise directly or indirectly from: (1) the Bank's actions and omissions in accordance with this Agreement or your instructions; or (2) actions or omissions by any of you or your Agents or other authorized representatives.

This indemnity provision does not apply if the claim arises from our action or failure to take any action that would constitute a violation of our agreement with you. It does not protect us, for example, if we pay a check over a valid and timely stop payment request. This indemnity provision shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

B. WAIVER

I. Non-waiver: We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any Transaction or series of Transactions you may conduct. Any such waiver does not affect our right to enforce any of our rights with respect to other customers, or to enforce any right with respect to later Transactions or activities you may conduct.

II. Waiver of Notices: We are not required to give, and you waive, any advance or prior notice of non-payment of, reversal because of non-collection of, dishonor of, or protest regarding any items credited to or charged against your Account.

22. RESOLUTION OF DISPUTES CONCERNING ZiFi ACCOUNTS AND SERVICES

PLEASE NOTE: IN THIS SECTION, THE TERM "PARTY" AND "PARTIES" MAY INCLUDE PERSONS OR ENTITIES OTHER THAN, OR IN ADDITION TO, "YOU" AND/OR THE "BANK" AS THE CONTEXT REQUIRES.

A. WHAT IS A DISPUTE? A "Dispute" subject to this Section has the broadest reasonable meaning, including any controversy or claim arising out of or relating to this Agreement, the breach of this Agreement, a ZiFi Account, ZiFi Account-related services (including, but not limited to, any services or features provided under or in connection with ZiFi Digital Banking and/or the ZiFi Digital Banking Service Agreement), ZiFi Account errors, or unauthorized transactions affecting or relating to ZiFi Accounts, regardless of the legal theory asserted or remedy sought. The term "Dispute" specifically includes any claim made by or against any ZiFi Account owner, authorized signer or authorized user; or the beneficiary, employee, Agent, representative, predecessor, successor, heir, assignee, bankruptcy trustee, affiliate, parent, or subsidiary of the ZiFi Account owner. The term "Dispute" also includes any claim relating to the validity, enforceability, meaning, or scope of this Resolution of Disputes Concerning ZiFi Accounts and Services section. If any Authorized Signer or Authorized User of a ZiFi Account (each and collectively, "You") has a Dispute with the Bank, such claim or Dispute shall first be subject to the Mandatory Informal Dispute Resolution section set forth herein. If you and the Bank are unable to resolve a Dispute in accordance with such Mandatory Informal Dispute Resolution Section, you and the Bank agree to resolve all Disputes in court before a judge sitting without a jury – **THIS IS A JURY TRIAL WAIVER**; provided, however, that any Party may choose Arbitration to resolve a Dispute subject to this Agreement, including this Section. The only exception to this agreement is for Disputes that you or the Bank file in small claims court and that remain in small claims court until resolution. This Resolution of Disputes Concerning ZiFi Accounts and Services section will remain in effect even if other terms or provisions are added to, deleted from, or revised in this Agreement; a ZiFi Account related to a Dispute is closed; the relationship between you and the Bank changes; or either Party is subject to bankruptcy or insolvency proceedings.

WARNING: THE FOLLOWING PROVISIONS EXPLAIN HOW DISPUTES BETWEEN YOU AND THE BANK WILL BE RESOLVED THROUGH ARBITRATION AND INCLUDE LIMITATIONS ON THE PROCEDURES AVAILABLE TO RESOLVE A DISPUTE INCLUDING A JURY TRIAL WAIVER, A CLASS ACTION LITIGATION WAIVER, AND A PRIVATE ATTORNEY GENERAL LITIGATION WAIVER. PLEASE READ ALL THE DISPUTE RESOLUITION PROVISIONS CAREFULLY.

B. DISPUTE RESOLUTION:

1. **Informal Dispute Resolution Process.** If you have a Dispute with the Bank, you must first contact Client Support at 1-800-341-7303, or by US Postal Service mail directed to Zions First National Bank/Zions Bancorporation, National Association, P.O. Box 30709, Salt Lake City, UT, 84130, to let us know of your concerns and we will confer with you in a mutually convenient manner to try to resolve the Dispute as quickly and easily as possible. A Party must participate in this Informal Dispute Resolution Process before that Party may commence legal proceedings in court or initiate Arbitration in accordance with this Section to resolve a Dispute. Each Party shall have the right to demand that a court, rather than an arbitrator, determine whether any Party has complied with this Informal Dispute Resolution Process in good faith.

2. **ARBITRATION.**

   a. **BANK NOTICE OF ARBITRATION.** If, after participating in the Informal Dispute Resolution Process described above, the Bank chooses to resolve a Dispute by Arbitration, it will first send you written notice ("Bank Notice of Arbitration") of its decision to do so by first-class U.S. Postal Service mail directed to the address the Bank maintains for you in its deposit Account records. The Bank Notice of Arbitration will include, to the extent the Bank has such information, a summary statement of the nature and monetary amount of the Dispute and the Account number of each ZiFi Account the Bank believes is related to the Dispute.

   b. **ACCOUNTHOLDER NOTICE OF ARBITRATION.** If, after participating in the Informal Dispute Resolution process described above, you choose to resolve a Dispute by Arbitration, you must first give the Bank written notice of your intention to proceed to Arbitration ("Accountholder Notice of Arbitration") by first-class U.S. Postal Service mail directed to Zions First National Bank/Zions Bancorporation, National Association, P.O. Box 30709, Salt Lake City, UT, 84130, The Accountholder Notice of Arbitration must:

      i. state that you choose to resolve your Dispute by Arbitration,

      ii. state that at the time the Dispute arose, you were an authorized signer on each ZiFi Account related to the Dispute,

      iii. be signed by you or a lawyer you have personally hired,

      iv. provide your full name and a phone number for you or your lawyer, and

      v. be postmarked within the time prescribed set forth in this Resolution of Disputes concerning ZiFi Accounts and Services section (See Limitation on Time to Sue or Initiate Arbitration).

   PLEASE NOTE: Providing an Accountholder Notice of Arbitration to the Bank DOES NOT INITIATE ARBITRATION. Arbitration must be initiated as provided in the AAA Rules or the analogous rules of a substitute Arbitration services provider. Either Party may choose Arbitration to resolve a Dispute after the other Party has filed a Complaint in court for that purpose by filing a motion to compel Arbitration with the court and submitting the required AAA forms and applicable filing fees to AAA.

   c. **HOW DOES ARBITRATION WORK?** If the either you or the Bank choses to Arbitrate the Dispute, then Arbitration will be conducted by the American Arbitration Association ("AAA") according to the applicable Arbitration Rules ("AAA Rules") and will be decided by a single arbitrator in a manner consistent with these Arbitration Provisions. The AAA Rules are available on AAA's website (https://www.adr.org) or by calling 1-800-778-7879. The AAA Rules may limit discovery, and federal and state rules of civil procedure or discovery will not apply to the Arbitration. If there is a conflict between the AAA Rules and the requirements of these Arbitration Provisions, the arbitrator will follow these Arbitration Provisions, including their prohibitions on class and representative Arbitration. If, for any reason, the Arbitration cannot be conducted by AAA and the Parties cannot agree on a substitute Arbitration services provider, a court shall select the substitute Arbitration provider. You agree that in no event may any Arbitration be managed or conducted without the Bank's consent by any Arbitration services provider that would permit class or representative Arbitration. The exchange of information between the parties in Arbitration is typically limited to the expeditious and reasonable production of relevant, nonprivileged documents. Either Party may direct the arbitrator to take reasonable steps to honor legally recognized claims of privilege and to protect confidential or sensitive information. The arbitrator's award will be made in accordance with Applicable Law and will be in writing. Any Party to the Arbitration may direct the arbitrator to provide a brief written explanation of the award. The arbitrator's award binds only the parties named in the Arbitration and does not impair the rights of any other Party. Judgment on the Arbitration award may be entered in any court of competent jurisdiction.

   d. **DISPUTES EXEMPTED FROM ARBITRATION:** If they either you or the Bank choses to Arbitrate the Dispute then, all Disputes are subject to Arbitration with the following exceptions:

      i. Disputes in which either you or the Bank seek to recover an amount of money (excluding fees and costs) within the jurisdictional limit of the small claims court within the Applicable State ("Small Claims Disputes"). These Disputes must be initiated in small claims court and remain there until resolved.

      ii. Debt collection actions the Bank initiates against you in court. However, if the Bank initiates a debt collection action against you in court, and you assert a Dispute against the Bank in that action, the Bank may, but is not required to, elect to resolve both the Dispute and the debt collection matter in Arbitration.

e. LIMITS ON THE FORM OF ARBITRATION THAT MAY BE USED TO RESOLVE A DISPUTE: You agree that neither you nor the Bank may:

i. join or consolidate Disputes by or against others in the same Arbitration as a representative or member of a class or otherwise,

ii. act in any Arbitration in the interests of the general public, or

iii. act in any Arbitration as a private attorney general.

If any of these limits on the form of Arbitration is found to be illegal or unenforceable as between you and the Bank, these Arbitration Provisions (except this sentence, the **JURY TRIAL WAIVER, CLASS ACTION LITIGATION WAIVER, PRIVATE ATTORNEY GENERAL AND PUBLIC INTEREST LITIGATION WAIVER** and the requirement of submitting Small Claims Disputes exclusively to small claims court) will be unenforceable.

f. WHO PAYS FOR ARBITRATION? Each party shall bear one half of the arbitration filing and hearing fees, and the cost of the arbitrator, subject to the AAA Rules. All other fees and Arbitrator Compensation shall be payable by the parties as required by AAA Rules. In an Arbitration proceeding, any Party may choose to be represented by legal counsel. However, each Party shall be responsible for their own attorney's fees, expert fees, and expenses; provided, however, if the Bank prevails, the Bank may request the arbitrator award costs, fees and/or expenses to the maximum extent permitted under the AAA Rules and Applicable Law, e.g. in the event the arbitrator determines your Dispute was frivolous.

g. SURVIVAL AND SURVIVABILITY: These Arbitrations Provisions shall be subject to the Survival and Severability Section set forth within this Resolution of Disputes concerning ZiFi Accounts and Services section.

h. RESERVATION OF RIGHTS. The commencement of Arbitration will not prevent either you or the Bank at any time from (a) seeking and obtaining from a court of competent jurisdiction provisional or ancillary remedies such as preliminary injunctive relief, temporary restraining orders, attachment, replevin, garnishment, and/or the appointment of a receiver; or (b) using any lawful self-help remedies such as setoff, repossession rights or non-judicial foreclosure of collateral. The exercise of such rights by you or the Bank in connection with a Dispute shall not constitute a waiver of that Party's right or responsibility to choose or proceed with Arbitration of the remainder of the Dispute.

3. **JURY TRIAL WAIVER.** If neither you nor the Bank chooses Arbitration to resolve a Dispute, you and the Bank agree to resolve the Dispute in court before a judge sitting without a jury (or before the equivalent finder of fact in small claims court if the amount of money you seek to recover in the Dispute, excluding fees and costs, is within the jurisdictional limit of the small claims court) – **THIS IS A JURY TRIAL WAIVER**. You and the Bank further agree that you will not join or consolidate a Dispute with one or more Disputes (of any nature) asserted against the Bank in the same litigation, as a representative or member of a class of claimants, or otherwise – **THIS IS A CLASS ACTION LITIGATION WAIVER**. You and the Bank further agree that you will initiate or maintain a Dispute on your individual basis only, and not on a private attorney general basis or otherwise in the interests of the general public – **THIS IS A PRIVATE ATTORNEY GENERAL AND PUBLIC INTEREST LITIGATION WAIVER**.

4. **CLASS ACTION WAIVER:** You and the Bank further agree that you will not join or consolidate a Dispute with one or more Disputes (of any nature) asserted against the Bank in the same litigation, as a representative or member of a class of claimants, or otherwise – **THIS IS A CLASS ACTION LITIGATION WAIVER**. You and the Bank further agree that you will initiate or maintain a Dispute on your individual basis only, and not on a private attorney general basis or otherwise in the interests of the general public – **THIS IS A PRIVATE ATTORNEY GENERAL AND PUBLIC INTEREST LITIGATION WAIVER**.

5. **GOVERNING LAW, JURISDICTION, AND VENUE FOR NON-JURY TRIAL OR ARBITRATION OF DISPUTES CONCERNING A CONSUMER ACCOUNT OR BUSINESS ACCOUNT:** Any Dispute shall be governed by federal law and, when not superseded by federal law, the law of the Applicable State. If you file any lawsuit or other legal proceeding against the Bank that concerns a Dispute, you agree to do so in an appropriate court in the Applicable State. If the Bank files any lawsuit or legal proceeding against you that concerns a Dispute, you consent to jurisdiction and venue in an appropriate court in the Applicable State.

6. **SURVIVAL AND SURVIVABILITY:** No portion of these Resolution of Disputes concerning ZiFi Accounts and Services provisions shall be interpreted or applied in a manner prohibited by law and if any part of these provisions is found to be invalid, the remaining provisions of this Section (including, but not limited to, the Arbitration Provisions below) shall remain in full force and effect.

7. **LIMITATION ON TIME TO SUE OR INTIATE ARBITRATION.** You must either file arbitration or file a lawsuit within one (1) year after the Dispute arises or your claims will be time-barred. The date on which a Dispute arises shall be determined under the law of the Applicable State.