



TREASURY MANAGEMENT SERVICES

TERMS AND CONDITIONS

[Rev. May 2024]

TABLE OF CONTENTS

1. GENERAL TERMS AND CONDITIONS	2
2. BUSINESS ONLINE BANKING.....	8
3. BUSINESS BILL PAYMENT.	9
4. ACH ORIGINATIONS.....	11
5. ACH BLOCKS AND FILTERS.....	13
6. REMOTE CAPTURE SERVICES.....	13
7. WIRE TRANSFERS.	16
8. REMITTANCE PROCESSING.....	18
9. POSITIVE PAY.	19
10. SWEEP ACCOUNT.....	19
11. ZERO BALANCE ACCOUNT.	20
12. CONTROLLED DISBURSEMENT ACCOUNT.	20
13. ELECTRONIC DATA INTERCHANGE.....	20
APPENDIX I: GLOSSARY.	21

Introduction

These Treasury Management Services Terms and Conditions (these “Terms and Conditions”), as may be amended from time-to-time, govern the relationship pursuant to which PyraMax Bank (“Bank”) provides one or more treasury management services (the “Services”) to its customers (each, a “Customer”). The legal relationship between Bank and a Customer is established and governed by these Terms and Conditions and all of the other Account Documentation. Unless otherwise defined in the course of these Terms and Conditions, definitions for capitalized terms are set forth in the Glossary attached to these Terms and Conditions as Appendix I.

Terms and Conditions

1. GENERAL TERMS AND CONDITIONS.

1.1 Security Procedures.

1.1.1 Agreement to Use Security Procedures. Customer and Bank shall agree to one or more Security Procedures that must be used by Customer in connection with certain of the Services. Customer agrees that any such Security Procedures are commercially reasonable. Customer acknowledges that the purpose of the Security Procedures is solely for verification of the requesting party’s identity, and not to detect an error in Customer’s use of Services or any fraudulent activity by an authorized user. No Security Procedure for the detection of any such error or activity has been agreed upon between Bank and Customer.

1.1.2 Election of Security Procedures. If Customer requests and Bank allows Customer to either waive a Security Procedure or use a Security Procedure that provides less protection against the unauthorized use of Services than other Security Procedures offered by Bank, Customer assumes full responsibility for the additional risk. Any such Security Procedures shall be deemed commercially reasonable to the same extent as the Security Procedures offered by Bank that provide greater protection.

1.1.3 Control of Access. Customer is strictly responsible for: (a) designating Authorized Representatives; and (b) establishing and maintaining procedures to safeguard against the unauthorized use of Services by its Authorized Representatives and other personnel. Customer warrants that no individual will be allowed to use the Services in the absence of proper internal supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with the Security Procedures. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation. The occurrence of any unauthorized use of Services will not affect any actions taken in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transactions.

1.1.4 Compliance with Security Procedure.

1.1.4.1 Good Faith Compliance. Customer agrees to be bound by any Instructions received by Bank that purport to have been transmitted or authorized by Customer even though the Instructions were not in fact authorized by Customer, provided Bank accepted the Instructions in good faith and acted in compliance with the Security Procedures in place for such Instructions. If signature comparison is to be used as a part of a Security Procedure, Bank shall be deemed to have complied with that part of the Security Procedure if it compares the signature accompanying an Instruction received with the signature of an Authorized Representative and, on the basis of such comparison, believes the signature accompanying such Instructions to be that of such Authorized Representative.

1.1.4.2 Actual Instructions. If any Instructions received by Bank were transmitted or authorized by Customer, they will be deemed effective as Customer’s Instructions regardless of whether Bank complied with the Security Procedures with respect to such Instructions and regardless of whether such Instructions were erroneous in any respect or that error would have been detected if Bank had complied with the Security Procedures.

1.2 Cancellation or Amendment of Instructions by Customer. Customer shall have no right to cancel or amend any Instructions after their receipt by Bank. However, if such request complies with the Security Procedures, Bank agrees to use

commercially reasonable efforts to act on a request by Customer for cancellation or amendment of an Instruction, but shall have no liability if such cancellation or amendment is not affected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect Customer's request for the cancellation or amendment of an Instruction.

1.3 Recording and Use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with these Terms and Conditions may be electronically recorded and retained by either party by use of any reasonable means.

1.4 Proprietary Information. All documentation, user guides, Security Procedures and related records used by Bank in connection with the Services shall be and remain Bank's property. Customer agrees to maintain the confidentiality of all such information. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

1.5 Financial Review and Audit. Bank's willingness to provide Service(s) to Customer is dependent on Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Bank may from time to time request information from Customer in order to evaluate a continuation of Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by these Terms and Conditions. Customer shall, upon request, provide to Bank any information Bank may require to perform any such review. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with these Terms and Conditions or the Service. Upon request by Bank, Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at the Customer location related to information technology, the self-assessment of Customer's operations, management, staff, systems, internal controls, training, and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion that the risk of Customer is unacceptable, if Customer violates these Terms and Conditions or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Service(s) according to the provisions hereof.

1.6 Limitations on Liability; Indemnity.

1.6.1 Bank Responsibilities and Liability; Indemnity. In the performance of the Services, Bank shall be entitled to rely on the information, representations, and warranties provided by Customer pursuant to these Terms and Conditions and all of the other Account Documentation, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the Services expressly provided for in these Terms and Conditions, and shall be liable only for any gross negligence or willful misconduct in performing such Services. Bank's cumulative liability to Customer for all loss or damage arising from or relating to these Terms and Conditions or the performance of Services hereunder, regardless of the form of action, is limited to direct losses attributable to Bank's gross negligence or willful misconduct and limited to an amount not to exceed twelve (12) times the fees paid by Customer during the month preceding the month in which the loss or damage was incurred. Any claim for liability arising under this section shall be made within 12 months after the date the claim arises. Customer agrees that any of the Services, or any activity related to the performance of the Services, may be performed by or offered through a third-party service provider, including without limitation one or more correspondent bank ("Correspondent Bank"). Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any Instructions) or those of any other person, including without limitation any Federal Reserve Bank, automated clearing house, transmission or communications facility, or any receiving bank, and no such person shall be deemed Bank's agent. Except in the case of Bank's gross negligence or willful misconduct, Customer agrees to indemnify, and hold Bank, its officers, directors, agents, affiliates, providers, and any Correspondent Bank harmless from and against any and all actions, claims, demands, loss, liability or expense (including reasonable attorneys' fees and court costs) arising out of or resulting directly or indirectly from (i) the performance of the Services, (ii) Customer's omissions or acts, (iii) Customer's breach of these Terms and Conditions, or any of the representations, warranties, or covenants contained therein or in any other Account Documentation, and (iv) any acts or omissions of third parties in the event that Customer waives the use of, or improperly uses Security Procedures offered by Bank.

1.6.2 Consequential Damages. In no event shall Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage, including without limitation lost profits, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to these Terms and Conditions.

1.6.3 Force Majeure. Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, power or equipment failure, war, acts of terrorism, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to act on any Instructions if such Instructions would result in Bank exceeding its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violating any law, provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

1.7 Decline of Anti-Fraud Solutions. Bank and its service vendors/providers have established and made available to Customer a variety of products and procedures designed to detect and/or deter fraud, including Positive Pay and ACH Blocks and Filters (collectively, the "Anti-Fraud Solutions"). The Anti-Fraud Solutions are critical anti-fraud tools that Bank has offered to Customer to help mitigate check fraud loss and ACH transaction fraud loss. While Bank has strongly recommended that Customer utilize such anti-fraud tools and has discussed with Customer the benefits of the Anti-Fraud Solutions, Customer may decline to use the Anti-Fraud Solutions. If Customer declines to use the Anti-Fraud Solutions, or misuses Anti-Fraud Solutions, Customer agrees that continued use of Bank products and services, including checking, savings and other deposit accounts, will be at the risk of Customer. Without limiting the foregoing, Customer (a) waives any and all claims against Bank with respect to any unauthorized, altered, counterfeit or other fraudulent transactions occurring in any Accounts that the declined or misused Anti-Fraud Solutions are designed to detect or deter, (b) agrees that Bank will not be required to re-credit any Accounts or otherwise have any liability for any such transactions, and (c) agrees to release, indemnify, and hold Bank harmless from and against any loss or expense, including without limitation, Bank fees and charges and reasonable attorney's fees, to the extent permitted by law relating in any way to such transactions.

1.8 Arbitration Agreement.

1.8.1 Arbitration. Any controversy or claim arising out of or in any way related to these Terms and Conditions or the Bank's performance of the Services hereunder, including the validity, enforceability or scope of this Section 1.8 (such section being, collectively, the "Arbitration Agreement"), shall, at the option of either Bank or Customer, be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

1.8.2 Waiver of Right to Jury Trial. Customer understands and acknowledges that in the event that either Bank or Customer elects to submit a matter to arbitration, Customer will not have a right to litigate any related claims in court and is hereby waiving its right to a jury trial.

1.8.3 Federal Arbitration Act. The Services involve interstate commerce. The Federal Arbitration Act shall govern the interpretation and enforcement of, and proceedings brought pursuant to, this Arbitration Agreement.

1.8.4 Individual Claims; Class-Action Waiver. Any controversy or claim that is the subject of arbitration shall be decided as an individual claim on its own merits. NO CLAIM MAY BE JOINED OR CONSOLIDATED WITH THE CLAIMS OF OTHER PERSONS HAVING SIMILAR CLAIMS OR BE DECIDED ON A CLASS-WIDE BASIS. BANK AND CUSTOMER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party's claim. Any injunctive relief must be individualized in nature and cannot affect individuals other than the claimant.

1.8.5 Remedies. The arbitrator is empowered to award to either Bank or Customer all of the relief to which Bank or Customer may be entitled under law or in equity.

1.8.6 Small Claims Jurisdiction. Notwithstanding any provision in this Arbitration Agreement to the contrary, both Bank and Customer retain the right to seek relief in a small claims court for disputes or claims within the scope of its jurisdiction. If a counter-claim, cross-complaint, or other pleading or event causes all or part of the matter to be removed from the jurisdiction of the small claims court (the "removed action"), then either Bank or Customer will have the option to have the removed action settled by arbitration and may apply for a stay of the removed action pending resolution of the arbitration.

1.8.7 Preservation of Rights. Nothing in this Arbitration Agreement shall preclude or prohibit either Bank or Customer from exercising any non-judicial remedies available to Bank or Customer.

1.8.8 Fees. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties. In the event that either Bank or Customer are entitled to an award of attorneys' fees under applicable law, the arbitrator may also award attorneys' fees. In the absence of applicable law, however, the arbitrator shall not award and each party shall bear the expense of its own attorneys' fees.

1.8.9 Survival. This Arbitration Agreement shall survive termination of the Services.

1.9 Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party and that arise out of or are related to the Services, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

1.10 Right to Debit Accounts. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under these Terms and Conditions by debiting a Designated Account. Customer shall at all times maintain a balance of available funds in the Designated Accounts sufficient to cover its payment obligations under these Terms and Conditions. In the event there are not sufficient available funds in a Designated Account to cover Customer's obligations, Customer agrees that Bank may debit any other Account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under the Account Documentation.

1.11 Account Reconciliation; Investigations. All transactions initiated by any Instructions will be reflected on Customer's periodic statement issued by Bank. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any periodic statement. If Customer fails to notify Bank of any discrepancy within fourteen (14) days of receipt of a periodic statement containing such information, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to any transactions shown on such periodic statement. If Customer fails to notify Bank of any such discrepancy within thirty (30) days of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Bank. Customer agrees to cooperate with Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Services in its possession and its records relating to such items and transmissions.

1.12 Payment for Services. Customer shall pay Bank the charges for the Services as set forth in Bank's Schedule of Fees together with all other fees provided for in any of the Account Documentation. All such fees and charges become an obligation of Customer at the time the Services are performed. All fees are subject to change by the Bank in its discretion. Bank may, but is not required, to provide written notice of a change in its Schedule of Fees. Such charges do not include, and Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the Services. Customer agrees to pay Bank all costs of collection, including reasonable attorney's fees.

1.13 Changes to these Terms and Conditions. Except as otherwise required by applicable law, Bank may add, remove, or otherwise modify any of these Terms and Conditions, its related services, and applicable fees and charges, at any time and without notice to Customer, and such changes will be effective immediately. These Terms and Conditions as revised will be posted online at pyramaxbank.com, or any other Internet website designated by PyraMax Bank as a replacement site for pyramaxbank.com, with such posting constituting notice to Customer of such changes. Bank may also, but is not required to, send Customer written notice at Customer's designated e-mail or postal address, or by messaging through Business Online Banking. Customer's continued use of any Service (covered hereby) after delivery of any required notice, or posting of such

changes to these Terms and Conditions will constitute Customer's acceptance of and agreement to be bound by such changes to these Terms and Conditions. Customer agrees that these procedures are commercially reasonable and acceptable to Customer, and are sufficient to provide Customer with notice of such changes. The revised Terms and Conditions will supersede the affected terms and conditions hereof, and shall apply to any activity or transaction previously or hereafter taken by Customer in connection with such Service, except new fees and charges shall apply prospectively only.

1.14 Termination. Customer may terminate these Terms and Conditions at any time. Such termination shall be effective on the second Business Day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate these Terms and Conditions or any of the Services immediately upon providing written notice of such termination to Customer. Any termination of these Terms and Conditions shall not affect any of Bank's rights or Customer's obligations with respect to any Instructions received by Bank prior to such termination, or the payment obligations of Customer with respect to the Services performed by Bank prior to termination, or any other obligations that survive termination of these Terms and Conditions.

1.15 Representations and Warranties by Bank. BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SERVICES OR BANK'S PERFORMANCE OF SERVICES UNDER THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY BANK. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THESE TERMS AND CONDITIONS, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY SALES REPRESENTATIVE IN CONNECTION WITH THE SERVICES, OR THESE TERMS AND CONDITIONS, SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

1.16 Representations and Warranties by Customer. Customer represents and warrants to Bank that: (a) the acceptance, execution and delivery of these Terms and Conditions has been authorized by all necessary corporate and governmental action and does not violate any provision of law or any provision of Customer's charter, articles of incorporation or by-laws or any other agreement binding upon Customer; (b) the officers executing and delivering these Terms and Conditions for and on behalf of Customer, are duly authorized to do so; and (c) Customer and its transactions will comply with all applicable laws, rules and regulations including, without limitation, the regulations of the Office of Foreign Asset Control. Bank, in accepting these Terms and Conditions, is acting and relying upon the foregoing representations and warranties.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE BUSINESS ONLINE BANKING SERVICE, AND ANY OTHER SERVICE EFFECTED USING THE BUSINESS ONLINE BANKING SERVICE, SHALL BE AT CUSTOMER'S SOLE RISK, AND THAT SUCH SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

1.17 Notices

1.17.1 General. Unless otherwise provided in these Terms and Conditions or other Account Documentation, all notices and other communications by Customer to Bank shall be in writing addressed to:

PyraMax Bank
7001 W. Edgerton Ave., Greenfield, WI 53220
Attention: Manager – Treasury Management Operations

or at such other address as Bank may specify in writing. Any notice or communication to Bank will be effective when Bank has actually received, and has had a reasonable time to act on, any such notice. Customer agrees that any notice or communication from Bank to Customer may be made by telephone, facsimile, e-mail or mail, at the telephone number, facsimile number, e-mail address, or address as shown on Bank's records and that any such notice will be deemed effective when given or, in the event such notification is made by mail, when deposited with the U.S. Postal Service. Bank may rely on all Instructions and other communications sent to Bank via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, Bank is entitled to rely on any Instructions and other communications believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Representative.

1.17.2 Change Notices. Any addition, deletion or change to any service applications or set-up forms for any Services requested by the Customer must be submitted in a form acceptable to Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to Customer that such addition, deletion or change has been implemented, which the Bank agrees to do within a reasonable period of time.

1.18 Entire Agreement. These Terms and Conditions, together with all of the other Account Documentation, constitutes the complete and exclusive statement of the agreement between Bank and Customer with respect to the Services and supersedes any prior agreement(s) between Bank and Customer with respect to the Services. In the event of any inconsistency between the terms of these General Terms and Conditions and any of the Service Sections, the terms of the Service Section shall govern. In the event of any inconsistency between the terms of these Terms and Conditions and any of the other Account Documentation, the terms of these Terms and Conditions shall govern. In the event Bank's performance of Services would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the Services, then these Terms and Conditions shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of the Account Documentation or constitute an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

1.19 Non-Assignment. Customer may not assign these Terms and Conditions or any of the rights or duties hereunder to any person without Bank's prior written consent.

1.20 Waiver. Bank may waive enforcement of any provision of these Terms and Conditions. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of these Terms and Conditions.

1.21 Binding Agreement; Benefit. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. These Terms and Conditions is not for the benefit of any other person, and no other person shall have any right against Bank or Customer hereunder.

1.22 Headings. Headings are used for reference purposes only and shall not be deemed a part of these Terms and Conditions.

1.23 Severability. In the event that any provision of these Terms and Conditions shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of these Terms and Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

1.24 Governing Law. These Terms and Conditions shall be construed in accordance with and governed by the laws of the United States of America and, to the degree not preempted thereby, by the laws of the State of Wisconsin.

1.25 Ownership and License. Customer agrees that Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Customer's use of the Services is subject to and conditioned upon Customer's complete compliance with these Terms and Conditions. Without limiting the effect of the foregoing, any breach of these Terms and Conditions immediately terminates Customer's right to use the Services. Without limiting the restrictions of the foregoing, by using the Services, Customer agrees to not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interests, or (iii) to Bank's actual or potential economic disadvantage in any aspect. Customer may use the Services only for non-business, personal use in accordance with these Terms and Conditions. Customer may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

1.26 Service Sections. Sections 2 through 13 of these Terms and Conditions constitute the Service Sections. Each Service Section applies during any period in which Customer has requested that Bank provide, and Bank has agreed to provide, the related services through appropriate signature on Signature Pages hereto. Any Service Section may be added or removed at any time, upon at least three (3) days prior notice from either Bank or Customer, without effect on any other Service Section or upon these Terms and Conditions in general.

2. BUSINESS ONLINE BANKING.

2.1 General. Bank grants to Customer the right to access and use Business Online Banking and one or more of the Internet Services. Bank will use reasonable efforts to provide the Internet Services in a prompt fashion, but shall not be liable for temporary failure to provide the Internet Services. In such event, Customer shall be responsible for carrying out its banking business through alternative delivery channels.

2.2 Transfer Services.

2.2.1 Processing of Transfer Instructions. Customer may submit Transfer Instructions via Business Online Banking. Bank will execute the Transfer Instructions by transferring funds between the Designated Accounts on the date scheduled for transfer, provided such Transfer Instructions are received by the Cut-Off Time.

2.2.2 Rejection of Transfer Instructions. Bank may reject (or prevent the creation of) any Transfer Instruction: (a) where there are insufficient funds in a Designated Account to make the requested transfer; (b) that is not received by the Cut-Off Time on the scheduled transfer date; or (c) that does not comply with applicable Security Procedures. Bank shall have no liability to Customer by reason of the rejection of any Transfer Instructions or the fact that such notice is not given at an earlier time than that provided for herein. Bank, in its sole discretion, may execute Transfer Instructions in any order convenient to Bank. If Bank receives more than one Transfer Instruction at or about the same time and the available funds in the Designated Account do not cover all of such Transfer Instructions, Bank may, at its option, execute as many of such Transfer Instructions as possible within the dollar limits of such available funds, in any order convenient to Bank. Any Transfer Instructions received by Bank after the Cut-Off Time may be processed on the next Business Day.

2.3 Information Services. Customer may access and use the Information Services and Bank is authorized to store, process, transmit and make available through Bank's Business Online Banking information regarding the Enrolled Accounts. Bank shall not be liable for any inaccurate or incomplete information delivered or made available as part of the Information Services. Information Services are provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to use of such information.

2.4 Other Internet Services. If Bank has agreed to allow Customer access to and use of Business Online Banking for other Internet Services, the terms specifically applicable to those Internet Services will be stated in other Service Sections of these Terms and Conditions and will be considered additional to, and not in lieu of, the terms set forth in this Section 2.

2.5 Customer Duties and Responsibilities.

2.5.1 Software and Equipment. Customer is responsible, at its own expense, for obtaining, installing and maintaining any and all computer and communications equipment (including, without limitation, personal computers and modems), software, web browsers, internet access and communications services necessary to access and use Business Online Banking.

2.5.2 Systems Manager. Customer agrees to designate a systems administrator. The systems administrator shall be responsible for the administration, on behalf of Customer, of the on-line environment associated with Business Online Banking, including, without limitation, establishing Enrolled Account permissions, enrolling Authorized Representatives, assigning privileges and authority levels to Authorized Representatives, and distributing other internal security devices related to Business Online Banking. Designation of the systems administrator may be amended or revoked from time to time upon notice to Bank. Bank shall have a reasonable time to act on any such notice.

2.5.3 Internal Security. Customer is solely responsible for maintaining a secure work environment to ensure against the use of Business Online Banking by unauthorized individuals. Security procedures to be followed by Customer include, without limitation, (a) installing and maintaining up-to-date anti-virus and anti-spyware software on all systems used to access Business Online Banking or connected to such systems; (b) informing Authorized Representatives that passwords should not be shared with anyone; (c) periodically reviewing the continued appropriateness of Authorized Representatives and the privileges and authority levels granted to them; (d) securing physical access to the terminals used for accessing Business Online

Banking when an Authorized Representative has logged on to the system or otherwise; (e) dedicating, where appropriate, one or more computers to the sole purpose of utilizing Business Online Banking; and (f) such other measures as may be set forth in any information security guidelines or procedures provided to Customer by Bank from time-to-time.

2.6 Security Procedures. Business Online Banking utilizes a number of Security Procedures, including, without limitation: commercially reasonable encryption standards in order to be compliant and reduce the banks legal risk, user IDs and transaction passwords, multi-factor authentication, challenge-response mechanism, require password change every 90 days, minimum password length settings, time-out limits to log out inactive users of Business Online Banking, “windows” to control when corporate transactions can submit transactions, transaction dollar limits, and firewalls. Bank offers and, in its sole discretion may require the use of, Dual Control and Tokens in connection with Business Bill Payment, ACH Originations, Remote Deposit Capture, Wire Transfers, and Transfer Services.

2.7 Notices. Any notification from Bank to Customer required or allowed in connection with any of the Internet Services may, in Bank’s sole discretion, be made via Business Online Banking’s online message center. It is Customer’s responsibility to monitor the message center on a routine basis for important account information.

3. BUSINESS BILL PAYMENT.

3.1 Bill Payment Instructions. Customer may submit Bill Payment Instructions through Business Online Banking. In order to timely pay a bill, Customer must select a Scheduled Payment Date that is no later than the actual Due Date reflected on a Biller’s statement or, if the Due Date falls on a non-Business Day, the Business Day immediately preceding the actual Due Date. When creating a Bill Payment Instruction, website screens will display the earliest possible Scheduled Payment Date for a Biller (typically four (4) or fewer Business Days from the current date). It is Customer’s responsibility to enter a Bill Payment Instruction with sufficient time for Bank to process the bill payment; Customer understands that Bill Payment Instructions are not instantly processed upon entry. Customer may, at its option, select a Scheduled Payment Date that occurs after a Biller’s Due Date.

3.2 Payment Authorization and Payment Remittance.

3.2.1 Biller Information. In order to make a Bill Payment Instruction, Customer must provide Bank with the names and account information of Billers to whom Customer wishes to direct payments. In order to process payments more efficiently and effectively, Bank may edit or alter payment data or data formats in accordance with Biller directives, by completing and submitting Bank’s online template form. Bank is entitled to rely on the information provided by Customer in such template without further verification.

3.2.2 Payment Remittance. When a Bill Payment Instruction is received from Customer, Bank will remit funds to Biller on Customer’s behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date. Other than payments made by paper draft, the remitted funds will be debited from a Designated Account. Customer also authorizes Bank to credit the Designated Account for payments returned to Bank by the United States Postal Service or Biller, or payments remitted to Customer on behalf of another authorized user of Bank.

3.2.3 Failure to Complete Payment. Bank will use its best efforts to make all payments timely and properly. However, Bank shall incur no liability if Bank is unable to complete any payments initiated by Customer because of the existence of any one or more of the following circumstances: (a) if the Designated Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of an overdraft account; (b) the payment processing center is not working properly and Customer knows or has been advised by Bank about the malfunction before Customer executes the transaction; or (c) Customer has not provided Bank the correct name, address, phone number, or account information for the Biller. Bank shall also not be responsible for the payment of late fees or any other liability incurred in connection with Customer selecting a Scheduled Payment Date after a Due Date. In no event shall Bank be liable for any incidental or consequential damages as a result of any system outage or Bank processing failure.

3.3 Payment Methods. Bank reserves the right to select the method by which to remit funds on Customer’s behalf. These payment methods include, without limitation, an electronic payment, an electronic to check payment, or a paper draft.

Funds remitted by means of a paper draft will not be debited from a Designated Account until that draft is subsequently presented to Bank for payment.

3.4 Payment Cancellation Requests. Customer may cancel or edit any scheduled Bill Payment Instructions (including recurring payments) by following the directions within Business Online Banking. Once Bank has begun processing a payment, it cannot be cancelled or edited.

3.5 Stop Payment Requests. Bank's ability to process a stop payment request on a Bill Payment will depend on the payment method and whether or not a check has cleared. Bank must also be provided a reasonable opportunity to act on any stop payment request. If Customer desires to stop any Bill Payment that has already been processed, Customer must contact Bank. Although Bank will make every effort to accommodate Customer's request, Bank will have no liability for failing to do so. Bank may also require Customer to make its request in writing within fourteen (14) days prior to payment date of such Bill Payment. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.

3.6 Prohibited Payments. Payments to accounts maintained, or Billers located, outside of the United States or its territories are prohibited from being made through Business Bill Payment.

3.7 Exception Payments. Tax payments and court ordered payments may be scheduled through Bank; however, such payments are discouraged and are scheduled at Customer's own risk. In no event shall Bank be liable for any claims or damages resulting from Customer scheduling these types of payments. Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of Customer and not of Bank.

3.8. Bill Delivery and Presentment.

3.8.1 Activation. Customer may request Bank to obtain electronic bills from a Biller and, if Biller agrees and cooperates with Bank to do so, Bank will present the Biller's electronic bill to Customer. The presentment of Customer's electronic bill may vary from Biller to Biller and may take up to sixty (60) days or longer to become active on Business Bill Payment, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of Customer statement(s) is at the sole discretion of the Biller. While Customer's electronic bill feature is being activated, it is Customer responsibility to keep its accounts current. It is in the sole discretion of each electronic Biller to accept or deny Customer's request to receive electronic bills.

3.8.2 Information Provided to Biller. Customer remains responsible to update or change, as necessary, information such as, but not limited to, name, address, phone numbers and e-mail addresses, by directly contacting the electronic Biller. Additionally, it is Customer's responsibility to maintain all usernames and passwords for all electronic Biller sites. Bank may, at the request of the Biller, provide to the Biller Customer's e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing Customers about bill information.

3.8.3 Authorization to Obtain Bill Data. Customer's activation of the electronic bill feature for a Biller shall be deemed by Bank to be Customer's authorization for Bank to obtain bill data from the Biller on Customer's behalf. For some Billers, Customer will be asked to provide Bank with Customer's user name and password for that Biller. By providing Bank with such information, Customer authorizes Bank to use the information to obtain Customer's bill data.

3.8.4 Notification. Bank will use its best efforts to present all of Customer's electronic bills promptly. Bank may send an e-mail notification to the e-mail address listed in Bank's records. It is Customer's sole responsibility to ensure that this information is accurate. In the event Customer does not receive notification, it is Customer's responsibility to periodically log in to Bank's website and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. Customer is responsible for ensuring timely payment of all bills.

3.8.5 Cancellation of Electronic Bill Payments. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. Customer may cancel electronic bill presentment at any time. The time frame for

cancellation of Customer's electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days or longer, depending on the billing cycle of each Biller. Bank will notify Customer's electronic Biller(s) as to the change in status of Customer's account and it is Customer's sole responsibility to make arrangements for an alternative form of bill delivery. Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

3.8.6 Non-Delivery of Electronic Bill(s). Customer agrees to hold Bank harmless should the Biller fail to deliver Customer's statement(s). Customer is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

3.8.7 Accuracy and Dispute of Electronic Bill. Bank is not responsible for the accuracy of Customer's electronic bill(s). Bank is only responsible for presenting the information Bank receives from the Biller. Any discrepancies or disputes regarding the accuracy of Customer's electronic bill summary or detail must be addressed with the Biller directly. This Section does not alter Customer's liability or obligations that currently exist between Customer and Customer's Billers.

3.9 Biller Limitation. Bank reserves the right to refuse to pay any Biller to whom Customer may direct a payment. Bank will notify Customer promptly if it decides to refuse to pay a Biller designated by Customer. Notwithstanding the foregoing, this notification is not required if Customer attempts to make a prohibited payment or an exception payment under this Section.

3.10 Returned Payments. In using Bank, Customer understands that Billers and/or the United States Postal Service may return payments to Bank for various reasons including, but not limited to, Biller's forwarding address has expired; Biller account number is not valid; Biller is unable to locate account; or Biller's account is paid in full. Bank will use its reasonable efforts to research and correct the returned payment and return it to Customer's Biller, or void the payment and credit a Designated Account.

4. ACH ORIGINATIONS.

4.1 Transmittal of Entries by Customer. Customer may transmit credit and debit Entries to Bank in any manner approved by Bank, including by means of Business Online Banking or by submission of a data file to other Secure Site. For purposes of this Section 4, "Secure Site" shall include, but not be limited to, the Business Online Banking system. Customer agrees that any data file submitted to Bank via Bank's Secure Site will be NACHA-formatted. The total dollar amount of Entries transmitted by Customer to Bank on any one day shall not exceed the Maximum Exposure Limits. Customer shall only transmit Entries with the following SEC Codes: PPD (Prearranged Payment or Deposit); CCD (Cash Disbursement or Cash Concentration). Customer acknowledges that it is restricted from transmitting an Entry with any other SEC Code, including, without limitation, IAT (International Payment or Collection) Entries.

4.2. Security Procedures. The Security Procedures used in connection with Entries initiated by mean of Business Online Banking are set forth in Section 2.6. The Security Procedures used in connection with Entries initiated by submission of a data file to Bank's Secure Site shall consist of: (a) set-up of a secure log-in by use of a log-in identification and password; and (b) confirmation of the authenticity of the data file by telephone call or e-mail to an Authorized Representative of Customer other than the Authorized Representative who transmitted the data file. Bank shall be deemed to have confirmed the authenticity of a data file if it telephones an Authorized Representative at his or her designated telephone number and the person responding to the telephone call identifies himself or herself as the Authorized Representative and verbally approves the data file.

4.3 Processing, Transmittal and Settlement by Bank.

4.3.1 Transmission and Settlement. Except as provided in Section 4.4 (Rejection of Entries), Bank shall (a) transmit Entries received from Customer as an Originating Depository Financial Institution to a Federal Reserve Bank (the "ACH") acting as an Automated Clearing House Operator, and (b) settle for such Entries as provided in the Rules.

4.3.2 Timing. Bank shall transmit Entries under Section 4.3.1 to the ACH by the cut-off time set by the ACH at least one Business Day prior to the Effective Entry Date shown in such Entries, provided (a) such Entries are received by the Cut-Off Time on the Business Day that two Business Days prior to the Effective Entry Date, and (b) the ACH is open for business on such Business Day. For purposes of these Terms and Conditions, Entries shall be deemed received by Bank when the Entries are submitted to Bank via Business On-Line Banking or other Secure Site, as applicable.

4.4 Rejection of Entries.

4.4.1 Reasons for Rejection. Bank may reject or prevent the transmission to Bank of any Entry: (a) that does not comply with the requirements of Section 4.1 (Transmittal of Entries By Customer); (b) that contains an Effective Entry Date more than thirty-one (31) days after the Business Day such Entry is submitted to Bank; (c) that contains an Effective Entry Date that is less than two (2) Business Days after such Entry is submitted to Bank; (d) if Customer does not have a sufficient balance to pay for any credit Entries; or (e) if Customer has not adhered to the Security Procedures.

4.4.2 Notification of Rejection. Bank shall notify Customer of any rejected Entry no later than its Effective Entry Date. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

4.5 Returned Entries. Bank shall notify Customer of the receipt of a returned Entry from the ACH no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 4.1 (Transmittal of Entries By Customer), Bank shall have no obligation to retransmit a returned Entry to the ACH if Bank complied with the terms of these Terms and Conditions with respect to the original Entry. In the event of any amount due and owing to either Bank or Customer by reason of any returned Entry, Bank may, in its sole discretion, debit or credit the Designated Account to or from which payment of the original Entry had been made.

4.6 Notification of Change. Bank shall notify Customer of all notifications of change received by Bank relating to Entries transmitted by Customer no later than two Business Days after receipt thereof. Customer agrees to make the changes specified in the notification of change within six (6) days after its receipt or prior to initiating another entry to the Receiver's account, whichever is later.

4.7 Payment of Entries.

4.7.1 Payment by Customer. Customer shall pay to Bank (a) the amount of each credit Entry transmitted by Bank, and (b) the amount of each debit Entry transmitted by Bank that was returned to Bank. Unless otherwise provided in Section 4.7.3, payment will be due and owing on the Effective Entry Date of any credit Entry or, in the case of a returned debit Entry, on the date of the Bank's receipt of such Entry.

4.7.2 Payment by Bank. Bank shall pay Customer (a) the amount of each debit Entry transmitted by Bank, and (b) the amount of each credit Entry transmitted by Bank pursuant to this Section that was returned to Bank. Payment will be due and owing on the Effective Entry Date of any debit Entry or, in the case of a returned credit Entry, on the date of the Bank's receipt of such Entry.

4.7.3 Pre-Funding. Bank may, in its discretion, require Customer to pre-fund the payment of credit Entries transmitted to Bank. In this event, Bank will compare the total dollar amount of credit Entries transmitted to Bank against the Actual Balance in the Account designated to pay for those Entries and, if there are sufficient funds, will hold the total dollar amount of the credit Entries until the Effective Entry Date. On the Effective Entry Date, Bank will withdraw the funds on hold as payment of the credit Entries. Bank may reject or prevent Customer from transmitting to Bank any Entry file where there are insufficient funds available to pre-fund the payment of credit Entries.

4.8 Customer Representations and Agreements.

4.8.1 Compliance with Rules. Customer agrees to be bound by and comply with the Rules in effect from time to time, including, without limitation, the provision making payment of a credit Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Customer further agrees that Bank shall have the right, from time to time, to audit Customer's compliance with the Rules.

4.8.2 Compliance with Law. Customer agrees not to originate any Entries that violate the laws of the United States.

4.8.3 Warranties. With respect to each and every Entry initiated by Customer, Customer represents and warrants to Bank that: (a) Customer has authorized Bank to originate the Entries on its behalf to the Receiver's accounts; (a) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry; (b) such authorization is operative at the time of transmittal or the time of credit or debit by Bank as provided herein; and (c) Entries transmitted to Bank by Customer are limited to those types of Entries set forth in Section 4.1 (Transmittal of Entries By Customer).

4.8.4 Third Party Senders. If Customer is a Third-Party Sender, Customer agrees to be bound by the terms of the Bank's Third-Party Sender Agreement regardless of whether such Third-Party Sender Agreement has been executed Customer. In the event of any inconsistency between the terms of these Terms and Conditions and the Third-Party Sender Agreement, the terms of the Third-Party Sender Agreement shall prevail.

4.9 Inconsistency of Name and Account Number. Customer acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Customer, even if it identifies a person different from the named Receiver.

4.10 Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for 30 days following the date of their transmittal by Bank as provided herein, and shall provide such Data to Bank upon its request.

4.11 Evidence of Authorization. Customer shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.

5. ACH BLOCKS AND FILTERS.

Customer may request Bank and Bank may agree, in its capacity as a Receiving Depository Financial Institution, to: (a) block all credit Entries, all debit Entries, or both, from being posted to one or more Accounts; (b) block all Entries from being posted to one or more Accounts except for those Entries specifically designated in advance by Customer; or (c) block only those Entries specifically designated in advance by Customer. Any Instructions provided to Bank without an expiration date shall remain in effect until revoked by Customer in writing.

6. REMOTE CAPTURE SERVICES.

6A. Remote Deposit Capture

6A.1 Transmittal of Check Image Deposits. Customer may deposit Check Images to one or more Designated Accounts pursuant to the terms of this Section. All Check Images created by Customer shall be transmitted to Bank via the remote deposit capture tool contained within Business Online Banking and shall be properly endorsed by Customer. Customer shall not transmit for deposit: (a) the image of any item that does not constitute a Check; (b) any foreign Check; or (c) any Check Image that does not conform to the representations and warranties set forth in Section 6.5. The total dollar amount of Check Images deposited by Customer on any one day shall not exceed the Maximum Exposure Limit set by Bank.

6A.2 Receipt of Check Image Deposits. Check Images transmitted for deposit with Bank shall not be considered received by Bank until acknowledged as such on the Bank's systems. Bank is under no responsibility to and will not examine any Check Image for negotiability, accuracy, completeness, or acceptability in the forward collection process. Check Images that are received for deposit on a non-Business Day or after the Cut-Off Time on a Business Day shall not be considered received until the next Business Day.

6A.3 Rejection and Charge Back. Bank may reject any Check Image transmitted to Bank for deposit for any reason, including, but not limited to, Bank's determination that the Check Image does not conform to the representations and warranties set forth in Section 6.5. Any Check Image that is returned unpaid may be charged against any Account.

6A.4 Equipment.

6A.4.1 Use of Approved Equipment. Customer may create Check Images only on Equipment approved in advance by Bank. While Bank may assist with Customer's installation of the Equipment, Customer shall have sole responsibility to operate and maintain the Equipment in accordance with the instructions of the Equipment's manufacturer. Bank may, in its sole discretion, require Customer to replace or upgrade the Equipment as a condition to Customer's continued use of the Remote Deposit Services.

6A.4.2 Equipment Damage or Malfunction. In the event the Equipment is damaged, malfunctions, or otherwise ceases to create Check Images consistent with the warranties set forth in Section 6.5, Customer shall immediately cease use of the Equipment.

6A.4.3 Equipment Provided or Recommended by Bank. Bank may recommend, facilitate the acquisition of, or resell Equipment supplied by a third-party vendor. In the event of Equipment resold to Customer by Bank, Bank agrees to transfer any warranty provided by or through such third-party vendor. Customer acknowledges and agrees that the only warranties provided with respect to the Equipment are those, if any, provided by the third-party vendor. The Bank makes no warranties, express or implied, with respect to the Equipment, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

6A.5 Check Image Warranties. In addition to any warranties imputed to Customer by law, Customer represents and warrants the following:

6A.5.1 Accuracy. Each Check Image sent to Bank for deposit accurately represents all of the information on the front and back of the original Check as of the time the Check Image was created;

6A.5.2 MICR-Line Information. The information portion of each Check Image contains a record of all MICR-Line information required for the creation of a substitute check;

6A.5.3 Conformity. Each Check Image conforms to the technical standards governing the transmission of electronic items, including, without limitation, any technical standards adopted by the American National Standard Institute ("ANSI") or the Federal Reserve Board;

6A.5.4 Single Presentment. No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Check Image, the original Check, or a paper or electronic representation of the Check Image or original Check such that the person will be asked to make payment based on a Check that such person has already paid; and

6A.5.5 Bona Fide Obligation. Each Check converted to a Check Image is, at that time, a bona fide and existing obligation of the drawer free and clear of all security interests, liens, and claims whatsoever of third parties.

6A.6 Indemnity. In addition to any other indemnities provided in the General Terms and Conditions or by law, Customer agrees to indemnify Bank from and against any and all items of loss or damage, including reasonable attorney's fees, it may incur to any recipient of a Check Image due to such recipient's receipt of the Check Image instead of the original Check.

6A.7 Check Retention and Destruction. Customer agrees to shred and dispose of original Checks no greater than 60 days after such original Checks were converted to Check Images. Pending destruction, Customer agrees to safely keep the original Checks for 60 days in a secure environment, and to promptly provide to Bank original Checks upon Bank's request. Customer agrees to permit Bank to review its operations and/or agrees to provide reasonable documentation to verify Customer's compliance with its obligations under this Section. Any performance review conducted by or on behalf of the Bank will be: (a) made at the Bank's sole expense and during Customer's regular business hours; (b) limited in scope to Customer's obligations under this Section; and (c) made only upon reasonable advance notice. Customer agrees to notify Bank in the event any original Checks are lost or stolen.

6A.8 Contingency Plans. Customer agrees to maintain plans for the physical deposit of original Checks in the event the Equipment becomes inoperable or the Remote Deposit Services otherwise are not available for use by Customer.

6A.9 Payment Network Rules. If Bank clears its checks through the Federal Reserve, Customer agrees to be bound by Federal Reserve Board Regulation J and all applicable Operating Circulars. If Bank clears its checks through a payment network other than the Federal Reserve, Customer agrees to be bound by all applicable rules of such payment network.

6B Mobile Deposit Capture

6B.1 Nature of Service. The mobile remote deposit capture service (the "Mobile Deposit Service") is designed to allow Customer to make deposits to Customer's checking, savings, or money market savings accounts from business or other remote locations by scanning checks and delivering the images and associated deposit information to Bank.

6B.2 Limitations of Service. When using the Mobile Deposit Service, Customer may experience technical or other difficulties that are outside the control of Bank or there may be times when the Mobile Deposit Service is not available. Bank will attempt to notify Customers affected by a service outage by posting alerts on its website or delivering an online secure message to affected Customers. Bank does not assume responsibility for any technical or other difficulties or any resulting damages that Customer may incur.

6B.3 Hardware and Software. In order to use the Services, Customer you must obtain and maintain, at your expense, compatible hardware and software as specified by Bank from time to time. Bank is not responsible for any third-party software required to use the Services. Any such software is accepted by Customer and is subject to the terms and conditions of the software agreement Customer enters into directly with the third-party software provider at the time of download and installation.

6B.4 Eligible Items. Customer agrees to scan and deposit only "checks," as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. Items that can be deposited are checks payable to the account owner or joint owners that have been properly endorsed with "For Mobile Deposit Only to PyraMax Bank", account owner's name and the owner's signature". All checks deposited through the Mobile Deposit Service are subject to verification by Bank. Bank may reject any item for deposit for any reason and will not be liable to Customer or any third party. In such a case, Customer will be required to deposit the item using other means, such as visiting a Bank branch. Customer agrees to not scan and deposit any ineligible items.

6B.5 Endorsements and Procedures. Customer agrees to sign and restrictively endorse any item transmitted through the Mobile Deposit Service as "For Mobile Deposit Only to PyraMax Bank", account owner's name and the owner's signature" or as otherwise instructed by Bank. Customer agrees to follow any and all other procedures and instructions for use of the Mobile Deposit Service as Bank may establish from time to time, including instructions provided as part of the Mobile Deposit Service application itself.

6B.6 Receipt of Items. Bank reserves the right to reject any item transmitted through the Mobile Deposit Service, at its discretion, without liability to Customer or any third party. Bank is not responsible for items it does not receive (including items not received due to system error) or for images that are dropped during transmission. An image of an item shall be deemed received when Customer receives confirmation from Bank that it has received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to Customer's account. Bank further reserves the right to charge back to Customer's account at any time any item that it subsequently determines was not an eligible item. Customer agrees that Bank is not liable for any loss, costs, or fees Customer or any third party may incur as a result of the charge back of an ineligible item.

6B.7 Availability of Funds. In general, any item transmitted, received and accepted according to Cut Off time set on Bank's business day will be considered deposited on such date. Items deposited outside of such times shall be credited on the next business day that Bank is open for business. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in Bank branches. Funds deposited using the Mobile Deposit Service will generally be made available on the first business day after the day of deposit. Bank reserves the right to place a hold on funds deposited as described in its "Funds Availability Notice," which was provided to Customer upon opening of an account.

6B.8 Disposal of Transmitted Items. Customer agrees to shred and dispose of original Checks not less than 14 days but no greater than 30 days after such original Checks were converted accepted by Bank via the Mobile Deposit Service. Pending destruction, Customer agrees to safely keep the original Checks in a secure environment, and to promptly provide to Bank original Checks upon Bank's request. Customer agrees to notify Bank in the event any original Checks are lost or stolen.

6B.9 Deposit Limits. Bank may establish limits on the dollar amount and/or number of items or deposits from time to time. Bank reserves the right to deny any attempted deposits in excess of these limits. If Bank allows Customer to make a deposit in excess of these limits, such deposit will still be subject to these Terms and Conditions, and Bank will not be obligated to allow such a deposit at other times. Bank reserves the right to assign a limit at its sole discretion.

6B.10 Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Bank's sole discretion, subject to the agreements governing your account.

6B.11 Errors. Customer must notify Bank of any suspected errors regarding items deposited through the Mobile Deposit Service no event later than 30 days after the applicable Bank account statement is sent. If timely notification is not provided, then such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and Customer hereby agrees to not bring a claim against Bank for such alleged error.

6B.12 Errors in Transmission. By using the Mobile Deposit Service, Customer accepts the risk that an item may be intercepted or misdirected during transmission. Bank bears no liability to Customer or any third party for any such intercepted or misdirected items or information disclosed through such errors.

6B.13 Image Quality. The image of an item transmitted to Bank using the Mobile Deposit Service must be legible, as determined in the sole discretion of Bank. Without limiting the foregoing, the image quality of items must comply with the requirements established from time to time by Bank, Fiserv, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

6B.14 User Warranties and Indemnification: By using the Mobile Deposit Service, Customer warrants to Bank that:

- Customer will only transmit eligible items.
- Customer will not transmit duplicate items.
- Customer will not re-deposit or re-present the original item.
- All information Customer provides to Bank is accurate and true.
- Customer will comply with these Terms and Conditions and all applicable rules, laws and regulations.
- Customer is not aware of any factor which may impair the collectability of the item.

7. WIRE TRANSFERS.

7.1 Transmittal of Payment Orders By Customer. Customer shall submit Payment Orders to Bank in any manner approved by Bank, including by telephone, e-mail, or Business Online Banking. Payment Orders shall include all information requested by Bank including, without limitation, the name of the Authorized Representative submitting the Payment Order, the dollar amount to be transferred, the account name and number from which the funds are to be transferred, the receiver's name and account number, and the destination financial institution, address and ABA or Society for Worldwide Interbank Financial Telecommunication ("S.W.I.F.T") number, as applicable. The total dollar amount of Payment Orders transmitted by Customer to Bank shall not exceed the Maximum Exposure Limit. In connection with any Payment Order made by telephone, Bank and Customer may agree to establish Repetitive Payment Orders.

7.2 Execution of Payment Orders By Bank. Except as provided in Section 7.3 (On-Us Payment Orders) and Section 7.4 (Rejection of Payment Orders) Bank shall execute Payment Orders received from Customer by transferring money from a Designated Account to and for the credit of an account at another financial institution on the Scheduled Transfer Date, provided (a) such Payment Order is received by the Cut-Off Time on a Business Day, and (b) if the Payment Order is for a domestic transfer, the Federal Reserve Bank is open for business on such Business Day. Bank may execute Payment Orders by using any commercially reasonable funds transfer system, including, without limitation, Fedwire and S.W.I.F.T. Bank, in its sole discretion, may execute Payment Orders in any order convenient to Bank. If Bank receives more than one Payment Order at or about the same time and the available funds in the Designated Account do not cover all of such Payment Orders, Bank may, at its option, execute as many of such Payment Orders as possible within the dollar limits of such available funds, in any order convenient to Bank. Any Payment Orders received by Bank after the Cut-Off Time on a Scheduled Transfer Date may be processed on the next Business Day that the Federal Reserve is open for business. Customer assumes responsibility for verifying availability of funds at the time of the scheduled transfer.

7.3 On-Us Payment Orders. Except as provided in Section 7.4 (Rejection of Entries) in the case a Payment Order is for credit to an account maintained with Bank (an “On-Us Payment Order”), Bank may credit the receiver’s account in the amount of such Payment Order provided the requirements set forth in sections 7.1 and 7.2 are met.

7.4 Rejection of Payment Orders. Bank may reject any Payment Order for any reason, including, but not limited to, Bank’s determination that the Payment Order: (a) does not comply with the requirements of Section 7.1 (Transmittal of Payment Orders By Customer) and Section 2 (Execution of Payment Orders By Bank); (b) would result in a charge against a Designated Account that does not contain fund sufficient to make the transfer; (c) contains a Scheduled Transfer Date more than 35 days after submission to Bank; (d) is not received by the Cut-Off Time on the Scheduled Transfer Date; (e) does not adhere to the Security Procedures; (f) inaccurately describes the beneficiary or the beneficiary’s financial institution; (g) is ambiguous, conditional, incomplete, or has been canceled or amended. Bank shall notify Customer of any rejected Payment Order no later than its Scheduled Transfer Date. Bank shall have no liability to Customer by reason of the rejection of any such Payment Order or the fact that such notice is not given at an earlier time than that provided for herein.

7.5 Inconsistency of Name and Account Number. Payment of a Payment Order may be made to a person or account on the basis of an identifying number provided by Customer in the Payment Order even if it identifies a person different from the person named in the payment order. If the Payment Order identifies a financial institution to which the Payment Order is to be issued by an identifying number, the Bank may rely on the number as the proper identification of the other financial institution even if it identifies a financial institution different from the financial institution identified by name in the Payment Order.

7.6 Discretionary Overdrafts. Bank may, in its discretion, execute a Payment Order even if it creates an overdraft in a Designated Account. In this event, Customer agrees to pay to Bank an amount equal to the overdraft and any overdraft fees.

7.7 Security Procedures.

7.7.1 Scope. This Section 7.7 applies to any Payment Orders issued by Customer: (a) in an amount greater than the Minimum Confirmation Call Amount if made by means of Business Online Banking; or (b) in any amount if made by means other than Business Online Banking.

7.7.2 Confirmation Call Procedures. Unless otherwise agreed to in writing, and in addition to setting a Maximum Exposure Limit, the Securities Procedures adopted by the parties for use in connection with the Wire Transfer Services shall consist of the Bank accepting Payment Orders from an Authorized Representative or Approved Person permitted by Authorized Representative and confirming the authenticity of such Payment Orders by telephone with an Authorized Representative or Approved Person other than the Authorized Representative or Approved Person who issued the Payment Order. Bank shall be deemed to have confirmed the authenticity of a Payment Order if it telephones an Authorized Representative or Approved Person at his or her designated telephone number and the person responding to the telephone call identifies himself or herself as the Authorized Representative and verbally approves the Payment Order.

7.7.3 Designation of Authorized Representatives. The Authorized Representatives or Approved Persons authorized to initiate Payment Orders and confirm the authenticity of such Payment Orders together with their contact information shall be designated in the Bank’s set-up form or other enrollment documents. The Customer agrees to notify the Bank whenever there are deletions, modifications, or additions to the list of Authorized or Approved Persons or their contact information. Bank may continue to act pursuant to the designations on file until notified of any such changes.

7.7.4 Repetitive Payment Order Procedures. In addition to the Securities Procedures set forth in this Section 7.7, if Bank and Customer have agreed to the issuance and acceptance of Repetitive Payment Orders, the Authorized Representative or Approved Person issuing the Repetitive Payment Order shall identify: (a) themselves using a PIN issued by Bank; and (b) the Repetitive Payment Order using the alphanumeric code assigned to the Repetitive Payment Order.

7.8 Notification of Erroneous Wire Transfers. Customer agrees to promptly notify Bank of any unauthorized Payment Order or amended Payment Order, any payment to a beneficiary not intended by Customer, any payment in an amount greater than the amount intended by Customer, and any Payment Order duplicative of a Payment Order previously sent by Customer, along with the relevant facts relating to the error. Customer acknowledges that any error on Customer’s part or party to Customer in providing erroneous wire instructions, Customer bears full liability. Bank shall in no way be liable to re-credit funds. If error is due to bank, Customer must notify bank within reasonable time period no longer than 14 days to investigate. If Customer fails to notify Bank of any such error within fourteen (14) days after notification that Bank has accepted a Payment Order, Customer agrees that, in the event Bank otherwise bears any liability under these Terms and Conditions for such errors,

Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to the erroneous Payment Orders. If Customer fails to notify Bank of any such discrepancy within 30 days after notification of acceptance, Customer shall be precluded from asserting such discrepancy against Bank.

7.9 Fraudulent Wire Transfers. Customer agrees to accept all liability and responsibility for fraudulent wires initiated and/or approved by Customer. Customer (a) waives any and all claims against Bank with respect to any unauthorized, altered, counterfeit or other fraudulent transactions occurring in Customer's Accounts, (b) agrees that Bank will not be required to re-credit accounts or otherwise have any liability for any such transactions, and (c) agrees to release, indemnify, and hold Bank harmless from and against any loss or expense, including without limitation, Bank fees and charges and reasonable attorney's fees, to the extent permitted by law relating in any way to such transactions.

7.10 Foreign Currency Transactions. If the Bank agrees to execute a Payment Order in a foreign currency, the Payment Order will be subject to the exchange rate available to the Bank on the date Bank initiates the transfer.

8. REMITTANCE PROCESSING.

8.1 Maintenance of Lockbox. Bank and/or Correspondent Bank will maintain a Lockbox on behalf of Customer, the cost and expense, and any premium of which shall be paid by Customer. Customer shall direct its customers and clientele to mail Checks and Remittance Documents to the Lockbox address.

8.2 Remittance Processing Services. Bank and/or Correspondent Bank will: (a) collect the mail deposited into the Lockbox on each Business Day that the Lockbox is accessible to Bank and/or Correspondent Bank; (b) open the mail collected from the Lockbox, scan all of the Remittance Documents included therewith, and endorse and deposit all Checks included therewith into the Lockbox Account; and (c) provide output as defined in the Lockbox Procedures.

8.3 Documents. All material collected by Bank and/or Correspondent Bank from the Lockbox, including original Checks, Remittance Documents, and envelopes shall, after processing hereunder, be returned to Customer or destroyed pursuant to Lockbox Procedures.

8.4 Exceptions.

8.4.1 Bank's Discretion to Designate Exceptions. Bank and/or Correspondent Bank may, in its sole discretion, treat any Check, Remittance Document, or other item as an exception. Reasons for treating a Check, Remittance Documents, or other item as an exception include, but are not limited to, the fact that such Check, Remittance Document, or other item: (a) is stale-dated, postdated, or missing a date; (b) is restrictively endorsed or marked "paid in full"; (c) is not made payable to Customer or a reasonable variation thereof; (d) is not signed by the drawer; or (e) is not accompanied by a Remittance Document.

8.4.2 Exception Processing. All Checks, Remittance Documents, or other items treated by Bank and/or Correspondent Bank as an exception shall be retained and processed by Bank and/or Correspondent Bank as set forth in its Lockbox Procedures. Bank and/or Correspondent Bank shall have no liability to Customer by reason of the treatment or non-treatment of any Check, Remittance Document, or other item as an Exception or the fact that notice of the Exception is not given at earlier time than that provided for in the Lockbox Procedures.

8.5 Bank Procedures. Bank and/or Correspondent Bank may adopt and amend, from time to time, Lockbox Procedures to describe: (a) the time and manner in which Bank and/or Correspondent Bank will provide a data file of the Remittance Documents to Customer; (b) how it/they will handle the exception items described in Section 8.4.1; (c) the names and reasonable variations of the payee or payees acceptable to Bank and/or Correspondent Bank; (d) the time within which it/they will deposit Checks into the Lockbox Account after its collection of mail from the Lockbox; and (e) any other matters relating to Bank's and/or Correspondent Bank's performance of the Remittance Processing Services. Bank and/or Correspondent Bank agree to use commercially reasonable efforts to act in accordance with the Lockbox Procedures; however, in no event shall Bank or Correspondent Bank have any liability to Customer for failure to comply with the Lockbox Procedures.

8.6 Safekeeping. Items collected by Bank and/or Correspondent Bank from the Lockbox are held for safekeeping only and are not credited to Customer's account until such items are verified and imaged in an office of Bank and/or Correspondent Bank. Bank and/or Correspondent Bank assumes no responsibility for the loss of or delay in depositing any Check, Remittance Document, or other item.

9. POSITIVE PAY.

9.1 Transmittal of Check Information. Customer may, from time to time, submit Check Information to Bank concerning Checks that it has drawn on a Designated Account. The transmittal of the Check Information shall be made through Business Online Banking or such other means as may be designated by Bank. Bank will maintain Check Information transmitted to it on a Check List. Check Information placed on the Check List will remain on the Check List until it is either removed by Customer or the corresponding item is paid.

9.2 Presented Checks. Upon the presentment at Bank of any Check for payment against a Designated Account, Bank will compare the presented Check against the Check List or Barcode, dependent on method of presentment.

9.2.1 Matching Items. In the event Bank determines that the serial number and dollar amount (and payee, if utilizing Payee Positive Pay) of the presented Check matches the serial number and dollar amount (and payee, if utilizing Payee Positive Pay) of a Check listed in the Check List, Bank is entitled to conclusively presume that the presented Check is the Check listed in the Check List and that Customer has authorized its payment without further examination by Bank.

9.2.2 Exceptions List. In the event Bank determines that either the serial number or dollar amount (or payee, if utilizing Payee Positive Pay) of the presented Check, or both, do not match the serial number and/or dollar amount (and/or payee, if utilizing Payee Positive Pay) of any Check listed in the Check List, the Bank will consider such Check to be an exception. On the Business Day following the date of presentment, Bank will make available to Customer a list of all presented items considered to be exceptions together with Check Information concerning such items.

9.3 Exception Items Processing. Until the Cut-Off Time on the Business Day, Exceptions List is available to Customer in Online Banking. Until Cut-Off Time, Customer may review the list of exceptions and instruct Bank on which items to pay and which items to return. Bank will pay any exception item Customer instructs it to pay and will return unpaid any exception item Customer instructs it to return. Unless contrary instructions have been provided by Customer and agreed upon by Bank, Bank will return any exception item that Customer has failed to instruct Bank to pay or not pay. Any liability for items not decided by Customer by deadline fully lies with the Customer. The Bank shall not be liable for any check(s) paid or not paid after Cutoff time regardless of reason for. Default protocol to automatically pay or return check(s) not decided by customer by cutoff may change at the Bank's discretion at any time.

9.4 Check Returns. Notwithstanding anything herein to the contrary, any item that Bank is authorized to pay hereunder may nevertheless be returned by Bank for any reason it is otherwise entitled to return the item.

9.5 Limitations on Liability. Bank shall not be liable for: (a) the wrongful dishonor of any Check that has not been approved by Customer for payment hereunder; or (b) the payment of any Check not authorized to be paid by Customer if the Check was, in fact, otherwise properly payable.

10. SWEEP ACCOUNT.

10.1 Maintenance of Target Balance. At the end of each Business Day, the Bank agrees to review the Actual Balance in the Sweep Account. If, upon review, the Actual Balance in the Sweep Account exceeds the Target Balance, the Bank will withdraw such excess amount from the Sweep Account and deposit it in the Secondary Account. If, upon review, the Actual Balance in the Sweep Account is less than the Target Balance, the Bank will withdraw the difference from the Secondary Account and deposit it in the Sweep Account, provided, however, that the Bank is under no obligation to conduct such a transaction if there is an insufficient Account Balance in the Secondary Account from which to make the withdrawal or the Bank otherwise determines that withdrawals cannot be made from the Secondary Account. In those instances where the Bank is unable to make a withdrawal from the Secondary Account, the Bank will draw the difference between the Actual Balance in the Sweep Account and the Target Balance from the Credit Account, if any, and deposit it in the Sweep Account.

10.2 Withdrawals and Deposits in Increments.

The Bank will make withdrawals from or deposits to the Primary Account in such increments as may, from time to time, be designated by Bank. Any withdrawal from or deposit to the Sweep Account will be considered accurate if the Actual Balance in the Sweep Account after making such withdrawal or deposit varies from the Target Balance by not more than the Incremental Amount.

11. ZERO BALANCE ACCOUNT. At the end of each Business Day, the Bank agrees to review the Actual Balance in the Zero Balance Account. If, upon review, there is an Actual Balance greater than \$0 in the Zero Balance Account, the Bank will withdraw such balances and deposit them in the Secondary Account. If, upon review, the Actual Balances in the Zero Balance Account is less than \$0, the Bank will withdraw the difference from the Secondary Account and deposit them in the Zero Balance Account, provided, however, that the Bank is under no obligation to conduct such a transaction if there is an insufficient Account Balance in the Secondary Account from which to make the withdrawal or the Bank otherwise determines that withdrawals cannot be made from the Secondary Account.

12. CONTROLLED DISBURSEMENT ACCOUNT. If Customer opens a Controlled Disbursement Account, Bank will request the Federal Reserve Bank to provide it notice on each Business Day that the Federal Reserve Bank is open for business of the details and dollar amounts of the Checks that will be presented for payment against the Account later that Business Day. Bank will, in turn, notify Customer of the same via Business Online Banking on the same Business Day.

13. ELECTRONIC DATA INTERCHANGE. The Electronic Data Interchange system ("EDI") automates the exchange of electronic business and financial information. In order to make use of the EDI, Customer must provide Bank with Customer's account numbers, the nature of the information which Customer wishes to be transmitted (in detail acceptable to Bank), the sending and or receiving vendors, and such other information as Bank may reasonably request. Information transmitted through EDI may be provided via Business Online Banking, the Federal Reserve, or a third-party vendor designated by Bank. Customer acknowledges that the data provided to Bank for transmission via the EDI contains the information sent by its originator. Bank accepts no responsibility for the accuracy of information transmitted via the EDI, or for data omitted by the originator.

APPENDIX I: GLOSSARY.

For purposes of the foregoing Terms and Conditions, the following terms have the following meanings:

“Account” means a depository account maintained by Customer at the Bank.

“Account Documentation” means these Terms and Conditions along with the Bank’s Proposal for Services, Setup Forms and Applications, Deposit Account Rules, Depository Agreement, Schedule of Fees, current rate sheets, signature cards, passcards, and certificates of deposit, any user guides provided to Customer, and all other documentation pertaining to the Accounts.

“ACH Origination Services” means a service pursuant to which Customer may initiate credit and debit Entries to or from a Receiver via the Automated Clearing House Network where Bank is acting as the Originating Depository Financial Institution with respect to such Entries.

“Actual Balance” means the balance of collected funds in a deposit account that are available for immediate withdrawal.

“Approved Person” includes any person identified in writing by an Authorized Signer as a person authorized to initiate or approve Instructions and otherwise use the Services.

“Authorized Representative” means any director, officer, employee, representative, affiliate, third-party vendor, or other person authorized by Customer to initiate or approve Instructions and otherwise use the Services.

“Bill Payment Instruction” means a request by Customer to have Bank pay a bill on Customer’s behalf, and includes the information provided by Customer necessary to make the payment to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Biller” means the person or entity to which Customer wishes a bill payment to be directed, or the person or entity from which Customer receives electronic bills, as the case may be.

“Business Bill Payment” means the service pursuant to which Bank pays and/or presents bills at the request of Customer.

“Business Day” means any day other than a Saturday or Sunday or Federal Holiday on which Bank is open to the public for carrying on substantially all of its business.

“Business Online Banking” means the on-line program maintained by Bank through which it offers internet-based electronic treasury management services to businesses.

“Check” means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a traveler’s check, but excluding the following: (a) all non-cash items, including, but not limited to, (i) any demand item to which a passbook, certificate, or other document is attached; (ii) any demand item which is accompanied by special instructions, such as a request for special advise of payment or dishonor; or (iii) any similar item which is otherwise classified as a non-cash item in regulations adopted by the Federal Reserve Board; and (b) any item payable in a medium other than United States dollars.

“Check Image” means an electronic image of a Check and associated information provided to Bank in lieu of the original Check from which such image was obtained.

“Check Information” means information that identifies a particular check, including, without limitation, issue date, serial number, amount, and payee.

“Check List” means a list of checks issued by Customer that are drawn on a Designated Account.

“Controlled Disbursement Account” means an Account offered by Bank that allows Customer to receive early notice of items being presented for payment against the Account.

“Credit Account” means a line of credit or other loan account from which advances may, from time to time, be drawn and deposited into a Sweep Account in order to maintain a Target Balance

“Cut Off Time” means the time established by Bank by which it must receive Instructions in order to timely process one or more Services.

“Designated Account” means one or more of the Accounts designated in the Instructions as the account on which Customer intends the Bank to act, including, without limitation, the Account designated by Customer: (a) to pay for credits; (b) to receive payment of debits; (c) to receive deposits; (d) as the Account to or from which a transfer is to be made, or (e) to pay fees owed to Bank by Customer.

“Dual Control” means a security procedure whereby the consent of more than one Authorized Representative is required to initiate any Instructions.

“Due Date” means the date reflected on a Biller’s statement for which the payment is due, but excluding any late date or grace period.

“Effective Entry Date” means the date Customer expects payment of an Entry to take place, as set forth in the Entry.

“Enrolled Accounts” means those Accounts that Bank has agreed to make available online for Customer to access and use in connection with Business Online Banking.

“Entry” or “Entries” means an electronic item or items representing the transfer of funds in an Automated Clearing House, and includes the data received from Customer hereunder from which Bank prepares the electronic items.

“Equipment” means the scanning equipment used by Customer to create Check Images.

“Incremental Amount” means amount sweep transfers in.

“Information Services” means the service pursuant to which Bank makes available via Business Online Banking information regarding the Enrolled Accounts, including, account balances, transaction information, and check images. Information Services also includes the ability to create reports and account warnings, and the ability to export account information.

“Instructions” means any oral, written, electronic or other communication from Customer to Bank that instructs, directs, orders, or requests the Bank to act on the Accounts, including, without limitation, any instructions to: (a) originate credit or debit Entries through an Automated Clearing House; (b) transfer money between Accounts; (c) transfer money from the Accounts by wire transfer; or (d) deposit checks, check images, money, or other deposit items.

“Internet Services” means any of the following internet-based services offered through Business Online Banking: Business Bill Payment, ACH Originations, Controlled Disbursement Accounts, Wire Transfers, Transfer Services, Remote Deposit Capture, Positive Pay, and Information Services.

“Lockbox” means a Post Office Box to which Customer has directed its customers and clients to mail Check payments and other remittance material.

“Lockbox Procedures” means procedures adopted by Bank, from time to time, and communicated to Customer governing the Bank’s provision of Lockbox Services.

“Maximum Exposure Limit” means the daily limit on the dollar amount of Instructions that Customer may submit via ACH Originations, Wire Transfer, or Remote Deposit Capture.

“Minimum Confirmation Call Amount” means the dollar amount of a Wire Transfer Payment Order made via Business Online Banking above which Bank will verify its authenticity by telephoning an Authorized Representative.

“On-Us Entry” means an Entry received for credit to or debit from an account maintained at Bank.

“Originating Depository Financial Institution” means a financial institution that receives payment instructions from an originator and forwards the entries to an Automated Clearing House.

“Originator” means a person who has authorized the Bank, directly or through a Third-Party Sender, to transmit Entries for their own account.

“Payment Order” means an Instruction to transfer money via Fedwire, S.W.I.F.T., or other funds transfer system from a Designated Account to and for the credit of an account at another financial institution.

“Personal Identification Number” (“PIN”) means an alphanumeric code assigned to an Authorized Representative by Bank as a means of authenticating identity.

“Positive Pay” means the service pursuant to which the Bank compares Checks presented for payment against a Check List provided by Customer and processes those Checks according to the procedures established by Bank.

“Receiver” means a person who has authorized an originator to initiate an Entry to the Receiver’s account at a Receiving Depository Financial Institution.

“Receiving Depository Financial Institution” means the financial institution that receives Entries from an Automated Clearing House and posts the Entries to the accounts of its depositors.

“Remittance Document” means a paper advice, in form and content satisfactory to Bank, sent by Customer to its customers and clientele and intended to be returned to Customer along with the customers’ or clients’ payment.

“Remote Deposit Capture” means the service offered by Bank that allows a Customer to create Check Images and transmit them electronically to Bank for deposit into a Designated Account.

“Repetitive Payment Order” means a Payment Order on file with Bank that consists of a fixed set of data (other than payment amount) and to which Bank has assigned an alphanumeric code.

“Rules” mean the rules of the National Automated Clearing House Association and the Wisconsin Automated Clearing House.

“Schedule of Fees” means the Bank’s posted fee schedule, as updated from time to time by Bank and posted on the Bank’s website.

“Scheduled Payment Date” means the day Customer wants a Biller to receive Customer’s bill payment, as reflected in Customer’s online Bill Payment Instruction.

“Scheduled Transfer Date” means the date on which Customer instructs Bank to execute a Payment Order or, in the event no such date is provided, the date on which Bank receives Customer’s Payment Order.

“Secondary Account” means the Account designated in the Bank’s records as the Account to and from which funds may be deposited or withdrawn in order to maintain the desired balance in a Sweep Account or Zero-Balance Account.

“Secure Site” means a secure website maintained by Bank accessible through use of a user name and password and that permits the secure transmission of data files.

“Security Procedures” means any agreed upon procedures designed to confirm the identity of a person requesting Services on behalf of Customer.

“Service Sections” means sections 2 through 12 of these Terms and Conditions.

“Standard Entry Class Code” (“SEC Code”) means the three-character code that identifies payment types within an ACH batch.

“Sweep Account” means an Account that allows Customer to maintain a target balance through the Bank’s sweep of money into and out of that Account.

“Target Balance” means the balance Customer wishes to maintain in a Sweep Account.

“Third Party Sender” means any Customer other than an Originator that has authorized the Bank or another Third-Party Service Provider, for its own account or the account of another Third-Party Sender, to transmit Entries in order to affect a payment between the Originator and the Receiver.

“Token” means a physical device that generates a time-based code used to authenticate an Authorized Representative accessing Business Online Banking.

“Transfer Instructions” means any Instructions requesting or directing Bank to transfer money between Designated Accounts on a designated date.

“Transfer Services” means service offered by Bank via Business Online Banking that allows Customer to transfer money between Designated Accounts.

“Wire Transfer Services” means the service offered by Bank whereby Bank will transfer money at Customer’s request from a Designated Account to an account at another financial institution made by means of Fedwire, S.W.I.F.T., or similar funds transfer system.

“Zero-Balance Account” means an Account that allows Customer to maintain a balance of \$0.00 through the Bank’s transfer of money into and out of that Account.