

Extra Credit Union

Electronic Banking Agreement and Disclosure

This Electronic Banking Agreement and Disclosure ("Agreement") is an Addendum to the Electronic Fund Transfers Agreement and Disclosure and provides information about and states the terms and conditions for Extra Credit Union online banking service ("eBanking"), mobile banking, bill payment service ("eBill Pay") and other electronic services offered by Extra Credit Union (collectively, "Electronic Services"). By clicking "I Accept," "I Agree," "Proceed," or "Continue," as applicable, or by using any of Extra Credit Union's Electronic Services, you agree to be bound by and fully comply with this Agreement.

As used in this Agreement, the terms "you" and "your" refer to each member who has enrolled to receive any of Extra Credit Union's Electronic Services. The terms "we," "our," "us," or "credit union" refer to Extra Credit Union. All references to time of day in this Agreement refer to Eastern Standard Time as observed in Warren, Michigan, unless otherwise indicated.

E-SIGN DISCLOSURE AND CONSENT

Please read this E-Sign Disclosure and Consent ("E-Sign Consent") carefully. You should print, download or otherwise retain a copy of this Agreement and all other documents provided by electronic delivery. If you would like a paper copy of this Agreement sent to you, please contact us at (586) 276-3000 or you can access it at www.ExtraCreditUnion.org under Resources, Agreements and Disclosures (<https://www.extracreditunion.org/resources/agreements-and-disclosures>).

You are not required to agree to the terms and conditions of this E-Sign Consent. However, if you do not wish to be bound by the terms and conditions of the E-Sign Consent, you may not access or use eBanking and/or the Electronic Services provided under this Electronic Banking Agreement and Disclosure.

We are required by law, regulation or agreement to provide to you certain statements, notices, and other communications "in writing." With your consent we can deliver these and other communications electronically. This E-Sign consent relates to communications that may be delivered relating to eBanking and/or the Electronic Services.

Consent to Electronic Delivery of Communications

By consenting to enroll in electronic delivery of communications, you are agreeing to electronically receive all of the types of eBanking and Electronic Service communications

that we are able to provide in an electronic format. You may select your delivery preference for certain Communications that we may make available. The types of documents available electronically are subject to change, and if additional communications become available in an electronic format, you agree to receive those communications electronically. Your consent remains in effect until you give us notice that you are withdrawing it in accordance with this E-Sign Consent. You also agree that we do not need to provide you with an additional paper (non-electronic) copy of the communications disclosed herein, unless specifically requested. We may always, in our sole discretion, provide you with any communication in writing, even if you have chosen to receive it electronically.

Paper Delivery of Disclosures and Notices

You have the right to receive a paper copy of the communications sent electronically. To receive a paper copy, please request it in one of the following ways: by calling (586) 276-3000, by writing to Extra Credit Union, 6611 Chicago Road, Warren, Michigan, 48092, or via e-mail at info@extracreditunion.org. The request must be made within a reasonable time of the electronic delivery of the communication. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to our Fee Schedule for any fee that may apply for paper copies.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You can contact us in any of the ways described in the preceding paragraph to withdraw your consent to receive any future communications electronically. This withdrawal will be effective only after we have had a reasonable period of time to process your withdrawal. There is not a fee for withdrawing consent but withdrawing consent for certain communications may result in a fee for certain accounts. Please refer to your Membership and Account Agreement and Fee Schedule. **In addition, the withdrawal of your consent to receive future communications electronically will mean that you may no longer access or use eBanking and/or the Electronic Services provided under the Electronic Banking Agreement and Disclosure.**

Accounts with Multiple Owners or Authorized Persons

Each account owner may provide an email address in connection with each owner's consent to receive electronic communications. Only one account owner's authorization is required to enroll in electronic delivery. You agree that electronic notifications delivered to the email address of the account owner who chooses electronic delivery will constitute delivery to all account owners. By accepting this E-Sign Consent you are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your credit union accounts or services.

Requirements to Access and Retain Information

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, and internet access necessary to access The Electronic Services. The credit union will not be responsible for any errors or losses resulting from the malfunction of your hardware, software, or any internet service provider or for your use of hardware or other equipment. Computer hardware and software are required to access electronic banking services. Minimum system requirements include:

- A personal computer with internet capability; phone or tablet with internet capability for the mobile application (Currently, iOS version 14.0 and higher or Android version 7.0 and higher*)
- An internet service provider
- A web browser (Microsoft Edge—latest version (older version will no longer work 60 days after a new version is released); Chrome (If Chrome is two versions older than the current version, it may no longer work); Safari—latest version (older versions will no longer work approximately 60 days after a new version is released); Firefox (If Firefox is two versions older than the current version, it may no longer work.)*)

*As newer versions are released, support will be depreciated for older versions.

Acceptance and Consent

By agreeing to this E-Sign Consent, I make the following representations and warranties:

- I have read, understand and agree to be bound by the terms and conditions contained in this E-Sign Consent, and consent to receive Electronic Services communications via electronic delivery.
- I am able to download and review files in HTML or PDF format and meet the requirements to access and retain information set forth above.
- I understand that my consent to receive communications electronically continues until withdrawn in accordance with this E-Sign Consent.
- I understand that I may incur costs from my internet service provider or telephone carrier in accessing and/or viewing communications.
- I am authorized to provide consent, as well as electronic delivery elections and instructions, on behalf of all joint owners of any of my accounts.
- I understand that communications contain important information or disclosures concerning my accounts, eBanking, and the Electronic Services and I agree to review such communications in a timely manner.

eBANKING TERMS AND CONDITIONS

1. Extra Credit Union's Electronic Services are consumer electronic banking services designed to meet the needs of our members. You may become eligible by enrolling online or in the mobile application for these Electronic Services. To be eligible you must be a member in good standing at the credit union.

2. Access to System

Once you have accepted this Agreement to use the Electronic Services, you will be required to enter your member account number, unique username, and your password/passcode to access the system. Multifactor authentication is also required. After this initial login, you will be required to change your password/passcode for future access. You agree to use the required methods to access the system. These methods we require may be used with other identifying information to identify and verify you. You agree that the credit union is authorized to act and may act on instructions we receive under the agreed upon identification and verification method. You accept total responsibility for your account, account number, Personal Identification Number (PIN) and any other code, password, or other means of identification we may provide to you and agree to keep them confidential and secure and to follow all provisions of this Agreement related to security. Enabling your computer to memorize or save your password or other security codes shall be considered authorization for any subsequent use of your computer and access to eBanking, mobile banking, and eBill Pay by any other person.

Once enrolled, you will have access to the Electronic Services twenty-four hours a day, seven days a week, unless an emergency exists, or scheduled system maintenance is being performed. We will make reasonable efforts to keep the Electronic Services available on a continuous basis; however, we do not guarantee that the Electronic Services will be available at all times, on all networks, or in all regions. In the event the Electronic Services will not be available for any extended period, a notice will be posted on our web site and/or social media informing you of such unavailability. You agree that we are not liable nor are we responsible for any loss or damage incurred or suffered by you as a result of any interruption in our Electronic Services. The credit union reserves the right to, and you agree that the credit union may limit, suspend, or terminate your access to the Electronic Services at any time for any reason.

3. Services

The Electronic Services, subject to eligibility, may include, but are not limited to, the following:

- Transfer funds.
- Transfer funds to make a loan payment.
- Transfer an advance from your flexLINE of credit (minimum \$50).

- Inquire on balances and available balances on all share accounts.
- Inquire on loan balances, next loan payment due date and amount, and loan payoffs.
- Obtain a history of transactions for most of your credit union account(s).
- Change your password/passcode.
- Schedule recurring transfers.
- Schedule alert notifications.
- View account statements.
- View a copy of the front and back of any check that cleared through the account history.
- Order checks.
- eDeposit checks (RDC).

You may use eBill Pay to do the following:

- Schedule payments to third parties from your checking account.
- View the payments that are scheduled to be paid.
- View the payments that have been paid.
- Cancel pending payments.
- Setup recurring payments.

Please note that eBill Pay is subject to additional terms and conditions. The eBill Pay terms and conditions are in addition to the terms and conditions contained in this Agreement.

You may access the eBill Pay terms and conditions at

<https://www.extracreditunion.org/resources/agreements-and-disclosures>.

You may use Zelle® to send and receive money with members/customers who are enrolled with us or with another financial institution that partners with Zelle®. Please note that the use of Zelle® is subject to additional terms and conditions. The Zelle Network® (“Zelle”) Standard Terms are in addition to the terms and conditions contained in this Agreement.

You may access the Zelle® Standard Terms at

<https://www.extracreditunion.org/resources/agreements-and-disclosures>.

4. Transfer of Funds - Posting

Transfers between your Extra Credit Union accounts that you initiate online are posted immediately to your account. External transfers are posted in accordance with financial institution practices, ACH rules, and applicable law.

5. Periodic Statements

You will NOT receive a separate statement regarding transactions you complete via the Electronic Services. All transactions will appear on the regular periodic statement for the account(s) that have been accessed to perform transactions via the Electronic Services. You may also view account activity on the appropriate eBanking, mobile banking, eBill Pay, and/or other applicable screens.

6. Security

You understand the importance of your role in preventing misuse of your accounts through the Electronic Services and you agree to promptly review your statement for each of your accounts. You agree to protect the confidentiality of your account, account number, PIN and any other code, password, or other means of identification we may provide to you or that you select. These means of identification are intended to provide security against unauthorized entry or access to the Electronic Services or your accounts. You also agree to protect the confidentiality of your other personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. All data transferred to and from the Electronic Services utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred and identification technology to verify that the sender and receiver of transmissions sent through the Electronic Services can be appropriately identified by each other. Use of such technology does not, however, guarantee information transmitted cannot be accessed by unauthorized third parties, and you acknowledge that the internet is inherently not secure. Except as otherwise required by

law, you understand and agree that the credit union will not be liable for a breach of security in connection with the Electronic Services. We cannot and do not warrant that all data transfers utilizing the Electronic Services or e-mail transmitted to or by us will not be monitored or read by others.

It is your sole responsibility to assure that your identification numbers, passwords/passcodes, or PINs are not revealed or otherwise made available to persons not authorized to access your accounts. Except as may otherwise be required by law, you agree to assume all liability for disclosure of your identification numbers, passwords/passcodes, or PINs to any person(s) or entities and to assume all responsibility for transactions or other account activity performed by person(s) or entities other than yourself, who have obtained your identification numbers and password/passcode by such disclosure. You also agree to immediately notify us by telephone at (586) 276-3000 of any unauthorized use of your password/passcode, any access or attempted access, transaction or attempted transaction, other account activity or attempted account activity, or any other breach of security.

Our employees will **NEVER** contact you via telephone, text, or private message requesting your access codes. If you are contacted by anyone requesting this information, **STOP** and please contact us immediately at (586) 276-3000.

The credit union is not responsible for any electronic virus or viruses that you may encounter. The credit union encourages its members to routinely scan their computers using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware and can spread to other computers.

Extra Credit Union's website and/or mobile banking application may contain links to other websites. We make no representations about any other website that you may access to, from, or through our website. Unless expressly stated in writing, we do not endorse the products or services offered by any third party linked on the website or the mobile application, nor are we responsible for any software or the content of any information published on the website of a third party. Third party sites may have a different privacy policy or may provide less security than Extra Credit Union. You should take precautions to protect your computer software and data from viruses and other destructive programs when downloading files through the internet or any third-party site.

By accessing your accounts via the Electronic Services, you represent and agree that you have considered the security procedures contained herein and find that they are commercially reasonable for verifying that a transfer or other communication purporting to

have been made by you is in fact yours. In reaching this conclusion, you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing through the Electronic Services. If in your judgment these security procedures are not commercially reasonable or circumstances change so that you believe the procedures are no longer commercially reasonable, discontinue use of the Electronic Services and notify us of your termination of the Electronic Services by writing to Extra Credit Union, 6611 Chicago Rd., Warren, Michigan 48092. Termination by either party does not relieve you of your liability for transactions or responsibilities for payment of all fees incurred prior to termination.

7. Fees and Charges

You agree to pay all fees and charges due and owing to us for use of the Electronic Services and authorize payment of such fees via deduction from your account. Fees and charges, if any, for use of the Electronic Services shall be those listed in the current Fee and Service Charge Schedule. These fees shall be in addition to any regular transaction fees that may be in effect for accounts you access via the Electronic Services.

Under no circumstances will we be responsible for telephone or internet service provider fees you incur to access the Electronic Services.

8. Warranty Disclaimer

YOU ACKNOWLEDGE THAT THE ELECTRONIC SERVICES HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER THE CREDIT UNION NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SERVICE PROVIDERS OR LICENSORS (COLLECTIVELY, THE "CREDIT UNION PARTIES") ARE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE ELECTRONIC SERVICES. THE CREDIT UNION PARTIES MAKE NO, AND EXPRESSLY DISCLAIM, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ELECTRONIC SERVICES INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION PARTIES DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE ELECTRONIC SERVICES, INCLUDING, BUT NOT LIMITED TO, THAT THE ELECTRONIC SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED

WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS, AND YOU HEREBY ASSUME ALL RISKS RELATING TO SAME.

9. Limitation of Damages; Indemnification

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT THE CREDIT UNION PARTIES ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF THE ELECTRONIC SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO THE ELECTRONIC SERVICES. THE CREDIT UNION PARTIES SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE ELECTRONIC SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND SHALL BE LIABLE ONLY FOR THEIR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE ELECTRONIC SERVICES. THE CREDIT UNION PARTIES SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION, THE AMOUNT, ACCURACY, OR TIMELINESS OF TRANSMITTAL, OR THOSE OF ANY PERSON, INCLUDING, WITHOUT LIMITATION ANY FEDERAL RESERVE FINANCIAL INSTITUTION OR TRANSMISSION OR COMMUNICATIONS FACILITY, AND NO SUCH PERSON SHALL BE DEEMED THE CREDIT UNION'S AGENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, YOU AGREE THAT THE ENTIRE LIABILITY THE CREDIT UNION PARTIES IN ANY ACTION BASED IN CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DAMAGES OR \$250.00, WHICHEVER AMOUNT IS LESS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE GROSS NEGLIGENCE OF THE CREDIT UNION PARTIES TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

YOU AGREE TO INDEMNIFY THE CREDIT UNION PARTIES AGAINST ANY CLAIMS, DAMAGES, LOSS LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT THE CREDIT UNION PARTIES ARE RESPONSIBLE FOR ANY ACT OR OMISSION OF YOURS, OR ANY OTHER PERSON DESCRIBED IN THIS PARAGRAPH. IN NO EVENT SHALL THE CREDIT UNION PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE CREDIT UNION PARTIES'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

10. Contact with the Credit Union

You may contact us for any reason related to this Agreement by calling (586) 276-3000, in writing to Extra Credit Union, 6611 Chicago Road, Warren, Michigan, 48092, or via e-mail at info@extracreditunion.org. You agree to immediately notify us of any change in either your e-mail address or mailing address.

You understand that you may send and receive email and/or text messages to and from the credit union. You agree and acknowledge that we may not immediately receive email that you send. The credit union is not responsible for any delay in messages. Urgent messages should be verified by a telephone call to the credit union. You agree not to send critical data, including account numbers, social security numbers, unique username, passwords, PIN, passcodes, or other sensitive data, via email, text or private message.

11. Privacy

During the course of performance of this Agreement, the credit union may obtain and collect non-public personal information about you. Such information may be obtained through information you provide on applications for services, via e-mails, or in response to surveys we may present to you. The collection of this information is for the sole and exclusive purpose of tailoring the product and service offerings of eBanking, mobile banking, and eBill Pay to your interests. Under no circumstances will such information ever be disclosed to any non-affiliated third party for any purpose, except as may otherwise be authorized or required by law. We refer you to Extra Credit Union's "What Does Extra Credit Union Do With Your Personal Information?" document, which you received at account opening, for further information regarding our privacy policies and procedures, which you can access on Extra Credit Union's website at <https://www.extracreditunion.org/about-us/>.

12. Arbitration and Class Action Waiver

You acknowledge and agree that the Extra Credit Union Membership and Account Agreement (which you agree is incorporated into and is part of this Agreement) includes Arbitration and Class Action Waiver provisions and that any disputes regarding this Agreement shall be governed by those provisions unless you opted out of them in accordance with the Extra Credit Union Membership and Account Agreement.

13. Miscellaneous Terms

The Related Agreements. The terms and conditions contained in this Agreement are in addition to those that apply to any accounts you have with us, or any other services you obtain from us, including, but not limited to, the Membership and Account Agreement, and any other agreements and disclosures provided to you (the “Related Agreements”). You must also follow all of our instructions and procedures applicable to the Electronic Services. In the event of a conflict between this Agreement, the Related Agreements, and/or any of the other referenced documents, this Agreement shall control with respect to your use of the Electronic Services.

No Waiver. We shall not be deemed to have waived any of our rights or remedies hereunder or under any of the Related Agreements unless such waiver is in writing and signed by an authorized representative of the credit union. Any delay or omission on our part in exercising any rights under this Agreement or any Related Agreement shall not operate as a waiver of such rights or remedies.

Amendments. We may make amendments to this Agreement and/or the Related Agreements, and any related fees or charges at any time and without notice, except where notice is required by law. Any required or voluntary notice will be sent by sending you a notice via e-mail or regular mail sent to the address as it appears in our records. Unless otherwise required by law, we will provide you notice of such changes in a manner we deem reasonable. Any use of the Electronic Services after we send you a notice of change shall constitute your acceptance of such change. Do not use our Electronic Services if you do not agree to all the terms and conditions. Whether or not you read these terms and conditions, your use of the site will be deemed as acceptance of them.

Section Headings. Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

Invalidity. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Entire Agreement. This Agreement and the additional terms and conditions associated with specific services referenced herein (such as eBill Pay and Zelle®, for example) constitute the entire Agreement between you and the credit union with respect to your use of the Electronic Services and supersedes all other proposals either oral or written between you and the credit union on this subject.

Successors and Assigns. This Agreement shall be binding upon the successors and assignees of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of this Agreement.

Governing Law. This Agreement and the Related Agreements are governed by federal laws and regulations, laws, and regulations of the state of Michigan, and local clearinghouse rules and may be amended from time to time. Except as otherwise provided in Section 14, any disputes regarding this Agreement shall be subject to the jurisdiction of the appropriate court in Macomb County or Federal District Court of the Eastern District of Michigan.

Costs; Attorney's Fees. You agree that you will be liable to us for any loss, cost, or other expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions set forth herein and as we may amend from time to time. You authorize us to deduct any loss, cost or other expenses including reasonable attorney's fees for any action we may take to enforce this Agreement from any account you hold at the credit union.

14. Your Acceptance

By accessing your account(s) via the Electronic Services, you represent that you have read, fully understand, and accept the terms of the E-Sign Consent and this Agreement, including but not limited to your intent that it be an addendum to your account agreements with us.

Revised 04/2025

DIGITAL BANKING TERMS OF USE Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service. By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance. If you are using the

Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms. THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

1. Account Information.

a. Source of Information. At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.

b. Accuracy. You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.

c. Confidentiality. If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

2. Application of Privacy Laws.

a. Scope of the Service. JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.

b. Your Rights. Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights.

c. Telecommunication Providers. The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for

any fees assessed by your telecommunications provider during your use of the Service. 3. Rights you Grant to JH. a. Your Data. You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies. b. Chat Feature. When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION TRANSCRIPT BY JH AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTIC PURPOSES. CHAT SESSION TRANSCRIPTS MAY BE SHARED WITH JH'S SERVICE PROVIDERS BUT USED SOLELY FOR THE PURPOSES OF PROVIDING OUR SERVICES. If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology. c. Third-party Sites. When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service. d. Unauthorized access or use. You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion. 4. Location-based Data, Telephone Information and Camera. You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not

work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

5. Subscription.

a. JH's Rights. You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service.

b. Your Rights. Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.

6. Subscription Restrictions.

a. You will not:

- (i) modify, revise or create any derivative works of the Service;
- (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service;
- (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service;
- (iv) engage in any screen scraping or data mining of the Service;
- (v) identify JH or display any JH content or any portion of the Service on any site or app, without our permission;
- (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright;
- (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems;
- (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity;
- (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or
- (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service.

b. Compliance with Applicable Laws. You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes.

c. Minimum Age Requirements. If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or

another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

7. Service-related Alerts. As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

8. Mobile Devices. To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App.

a. Mobile Operating System Providers.

i. Apple. If you download the App from the Apple App Store, you acknowledge and agree that the agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple

has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to JH as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and JH acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary.

ii. Google Play Store. If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

9. Suspension; Termination; Effect of Termination. a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service. b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii) destroy all copies of your Account Information, Registration Information, and any information obtained from the Service.

10. Translation. JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The

meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to, the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms. 11. Links to Third-Party Sites. The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk. 12. Disclaimer of Warranty. THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. 13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. 14. Analytics. To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the

Service for you. 15. Dispute Resolution. You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph. 16.

Miscellaneous. The Terms constitute the entire agreement between you and JH concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms

must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.