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1-800-351-4877
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pelicancu.com

DIGITAL BANKING TERMS OF USE

STANDARD AND ADDITIONAL TERMS

Introduction:

Pelican Credit Union strives to provide You with the highest quality Digital Banking (the "Service") available. By enrolling in the Service, You agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

Definitions:

The following words Used in this Agreement have the meanings given below:

- "Account(s)" means Your eligible Pelican Credit Union savings, checking, share certificate, loan, or other product information which can be accessed through Digital Banking.
- "Agreement" means this Digital Banking Agreement.
- "Device" means a supportable personal computer and/or mobile Device including a cellular phone, smart phone, or other mobile Device that is Web-enabled and allows Secure Sockets Layer "SSL" traffic capable of receiving text messages. Your wireless carrier may assess fees for data, text messaging, or Web services. Please consult Your wireless plan provider for details.
- "Digital Banking" means accessing Digital Banking for banking services through www.pelicanstatecu.com and via the MyPelican mobile app by the use of a Device using a secure login, password.
- "We," "Us," and "Credit Union" means Pelican Credit Union.
- "Website" means Pelican Credit Union's Website: www.pelicanstatecu.com
- "You" and "Your(s)," means each person with authorized access to Your Account(s) through Digital Banking.

Agreement:

This Agreement contains the terms that govern Your use of the Credit Union Digital Banking application services. You may use this Service to access Your Accounts through the Internet or Device. By using Digital Banking to access an Account, You are agreeing to the terms of this Agreement, which supplements the terms and Agreements of Your Account(s) to which You have previously agreed. Examples of Accounts that You may elect to access include deposit Accounts and loan Accounts. Your Accounts will continue to be subject to the Agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each Account will be subject to the following:

- The terms or instructions appearing on a screen when using Digital Banking
- The Credit Union rules, procedures, and policies applicable to each Account
- The rules and regulations of any funds transfer system Used in connection with Digital Banking and all applicable state and federal laws and regulations

We may offer additional Digital Banking services and features from time to time. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to You at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by law. This Agreement is subject to applicable federal laws and the laws of the state of Louisiana (except to the extent that this Agreement can and does vary such rules or laws).

Business Days:

Monday – Friday, excluding Federal Holidays. Our holiday schedule can be viewed on our Website.

Confidentiality:

We will abide with the Credit Union Privacy Policy in all transactions with You.

Changes:

Except as otherwise required by law, rule, or regulation, We may change the terms of this Agreement from time to time and at any time. When changes are made, We will update this Agreement at the Website and on the MyPelican app. The Website and app will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule, or regulation requires that it be updated at an earlier time. As always, You may choose to accept or decline changes by continuing or discontinuing the use of Digital Banking. Changes to fees or terms applicable to Accounts are governed by the Agreement otherwise governing the applicable Account.

Fees:

See Schedule of Fees and Charges. There are no monthly fees for accessing Digital Banking. Other fees may be assessed and billed separately by Your online service provider or Device provider. All telephone or wireless charges associated with Digital Banking are Your responsibility. All other fees which have been separately disclosed to You in connection with Your Account(s) will continue to apply to those Account(s) and to Your Digital Banking.

Digital Banking Description of Service:

Digital Banking is offered as a convenience and supplemental service to our Banking services for managing Your Accounts and utilizing services with Us. You may use the Service to transfer funds between Your eligible Credit Union Accounts. You may also be able to transfer to or from an Account at another financial institution using Digital Banking.

We reserve the right to limit the types and numbers of Accounts eligible and the right to refuse to make any transaction You request through Digital Banking. We may also reserve the right to modify the scope of the Service at any time. Digital Banking may not be accessible or may have limited service over some network carriers. Digital Banking may also not be supported by all Devices. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by Your mobile carrier, such as data outages or "out of network" issues.

Use of Digital Banking Service:

We may modify the Service from time to time at our sole discretion. In the event of any modifications, You are responsible for making sure You understand how to use Digital Banking as modified. You also accept responsibility for making sure that You know how to properly use Your Device, and We will not be liable to You for any losses caused by Your failure to properly use the Service or Your Device.

Other Digital Banking Agreements:

You agree that, when You use Digital Banking, You remain subject to the terms and conditions set forth in Your existing Agreements with any unaffiliated service providers, including, but not limited to, Your service provider and that the Agreement does not amend or supersede any of those Agreements. You understand that those Agreements may provide for fees, limitations, and restrictions, which might impact Your use of Digital Banking (such as data Usage or text messaging charges imposed on You by Your service provider). You also agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only Your service provider is responsible for its products and services, and You also agree to resolve any issues or problems with Your provider directly with the provider without involving Us. You agree to review Your Account disclosures carefully, as they may include transaction limitations and fees, which may apply to Your use of Digital Banking.

You understand that by accepting these terms and conditions, you acknowledge receipt of our privacy policy and agree to its terms, and confirm your authorization for Pelican Credit Union to obtain your credit profile from any consumer reporting agency to display to you, to confirm your identity to avoid fraudulent transactions in your name, and to enable any consumer reporting agency to monitor your credit for changes.

Equipment and Software:

The Credit Union does not guarantee that Your Device or mobile phone service provider will be compatible with Digital Banking. Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that Your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses"), which could result in damage to programs, files, and/or Your phone or could result in information being intercepted by a third party. The Credit Union will not be responsible or liable for any indirect, incidental, special, or consequential damages, which may result from

such viruses. The Credit Union will also not be responsible if any non-public personal information is accessed via Digital Banking due to any of the above-named viruses residing or being contracted by Your Device at any time or from any source. The Credit Union is not responsible for errors or delays or Your inability to access the service caused by Your Device. We are not responsible for the cost of upgrading the Device to remain current with the Service. We are not responsible for any damage to the Device or the data within.

Permitted Digital Banking Transfers:

You may use the Service to transfer funds between Your eligible Credit Union Accounts. You may also be able to transfer to or from an Account at another financial institution using Digital Banking.

You must have sufficient funds available in the selected Accounts at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed Your available balance at our sole discretion. Applicable fees may apply as permitted by law.

Federal Regulations permit Us to limit the number of transfers allowed from a savings or money market Account per month. Digital Banking transfers may count towards this limit. Each transfer from a savings or money market Account using Digital Banking may be counted as one of the six limited transactions permitted each month (see Membership and Account Agreement, Business Membership and Account Agreement).

We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by law.

You agree to confirm the completion of each transfer in Your Account balance and transaction history before withdrawing transferred funds.

For Automated Clearing House (ACH)/electronic payments scheduled in advance or ACH/electronic payments that are authorized for recurring debits, You understand that this authorization(s) will remain in full effect until You wish to revoke this authorization(s).

You agree that all ACH transactions You authorize comply with all applicable law.

Your Responsibilities:

You agree to the following by enrolling in Digital Banking or by using the Service:

Account Ownership/Accurate Information. You agree that You are the legal owner of the Accounts and other financial information which may be accessed via Digital Banking. You agree that all information provided to Us in connection with Digital Banking is accurate, current, and complete, and that You are required to provide such information to Us for the purpose of Digital Banking. You agree You will keep the Credit Union informed on any changes to Your email address. You agree not to misrepresent Your identity or Your Account information as Well as keeping Your Account information up to date and accurate. You agree that You are an authorized User of the Device. You are responsible for all transactions You authorize using Digital Banking under this Agreement. If You permit others to use Your log in, password, or two-factor authentication information, You are responsible for any transactions they authorize or conduct on any of Your Accounts. We have the right to rely upon the access of Digital Banking using log in, password, or two-factor authentication information as legitimate.

User Security. You agree to take every precaution to ensure the safety, security and integrity of Your Account and transactions when using Digital Banking. You agree You will not give out Account information, User login, or passwords, two-factor authentication information, leave Your Device unattended while on Digital Banking, allow Your Device to store Your Username and password, leave Account information in view or range of others, nor will You send any private Account information via a public or general email system. You also agree to log out of Digital Banking completely if You are using a public Device. You agree not to leave Your Device unattended while logged into Digital Banking and to log off immediately at the completion of each access by You. You agree not to provide Your Username, password, or other access information to any unauthorized person including 2-step authentication information. If You allow access to Digital Banking to an unauthorized User, You will be responsible for any transaction they authorize, and We will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to Your Account. We recommend that You change Your password regularly. We are entitled to act on instructions received under Your password. For security

purposes, it is recommended that You memorize Your password and do not write it down. You are responsible for keeping Your password and Account information confidential. If You believe that Your password may have been compromised, or that someone has transferred or may transfer money from Your Account without Your permission, or if You suspect any fraudulent activity on Your Account, notify Us immediately by calling 1.800.351.4877. You may also notify Us in writing at Pelican Credit Union, P.O. Box 40088, Baton Rouge, LA 70816.

We make no representation that any content or use of Digital Banking is available in locations outside the United States. Accessing Digital Banking from locations outside the United States is at Your own risk.

User Conduct. You agree not to use Digital Banking, or the content or information delivered through Digital Banking in any way that would be considered illegal or violate any law or statute. Harassment or threatening language may result in the closure or suspension of Your Account. You also agree not to make commercial use of Digital Banking or resell, lease, rent, or distribute access to Digital Banking.

Indemnification. Unless caused by our intentional misconduct or gross negligence, You agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, file, or otherwise in connection with the Service; Your violation of any law or rights of a third party or Your use or use by a third party of Digital Banking.

Errors:

In case of errors or questions about electronic fund transfers from Your savings and checking Accounts or if You need more information about a transfer on the statement or receipt, telephone Us at the following number or send Us a written notice to the following address as soon as You can. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem appears. Call Us at:

(225) 408-6100
(800) 351-4877

or write to:

Pelican Credit Union
PO Box 40088
Baton Rouge, LA 70835
Fax: (225) 408-6200

- Tell Us Your name and Account number.
- Describe the electronic transfer You are unsure about and explain, as clearly as You can, why You believe it is an error or why You need more information.
- Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45** days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within ten (10)** business days for the amount You think is in error so that You will have the use of the money during the time it takes Us to complete our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within ten (10) business days, We may not credit Your Account. We will tell You the results within three (3) business days after completing our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in our investigation.

* If You give notice of an error occurring within 30 days after You make the first deposit to Your Account, We may take up to 20 business days instead of ten (10) business days to investigate the error.

** If You give notice of an error occurring within 30 days after You make the first deposit to Your Account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, We may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after You make the first deposit to Your Account, We may take up to 20 business days instead of ten (10) business days to credit Your Account.

NOTE: If the error You assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, We will credit Your Account within five (5) business days unless We determine that the circumstances or Your Account history warrant a delay, in which case You will receive credit as described above.

Termination:

The Credit Union reserves the right to terminate Digital Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by law. In the event You provide a termination notice, We may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter Your Username or PIN as an indication of an attempted security breach. Termination of the Service does not affect Your obligations under this Agreement in respect to occurrences before termination.

Electronic Communication:

The Credit Union's Electronic Banking enables You to access Your Account(s) through an electronic Device. By activating/registering one or more Devices for this service, You agree to receive and send electronic messages about Your Accounts and/or request certain pre-authorized transfers on Your Account(s). You hereby acknowledge and accept that each message is sent to You without being encrypted and will include certain information requested on Your Account(s).

You may request and receive electronic messages concerning Your Accounts on any electronic Device. It is Your responsibility to determine if Your Device is capable of receiving electronic messages. The Credit Union's electronic messages are subject to the terms and conditions of Your Agreement(s) with Your provider even if Your use of the electronic service results in additional or charged fees.

Once You activate Your Device for this service, YOU are responsible for keeping any personal information in Your Device secure. For Your protection, You agree to login and remove Your Devices if lost, stolen, or compromised or Your provider was cancelled. You also agree to remove saved 2-step verification methods and erase messages that may contain Your electronic PIN, password, or other personal information.

You acknowledge, agree, and understand that Your receipt of any electronic messages may be delayed or prevented by factor(s) affecting Your provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). You agree to the terms of the indemnification clause as specified in the Digital Banking Agreement. You also agree not to hold the Credit Union liable for any losses, damages, or costs that may arise in whole or in part, from:

- Non-delivery, delayed delivery, or the misdirected delivery of any message
- Inaccurate or incomplete content in any message
- Your reliance on or use of the information provided in any electronic service message for any purpose

We provide this service as a convenience to You. We reserve the right to terminate this service or begin charging a fee for this service at any time without prior notice to You, except where required by law. All provisions of any Agreements or disclosures previously made pertaining to Your Account(s) remain in effect and are not superseded or amended by this Agreement.

Remote Deposit Capture Disclosure and Agreement:

Service Definitions:

"Business Day" is every Monday through Friday, Central Time, excluding Federal Reserve holidays. "Service" refers to the Credit Unions' Mobile Deposit Service.

Use of Service:

These Services allow You to deposit checks into eligible Credit Union Accounts from a remote location by capturing a picture of the item(s) a with a compatible Device which then delivers the images and associated deposit information to the Credit Union electronically. You may use this Service for business & personal use in accordance with this Agreement. In order to use this Service, You must obtain and maintain, at Your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third-party hardware or software You may need to use the Service.

Agreement Acceptance:

The acceptance of this Agreement and use of the Service means You agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for Your records.

Eligibility and Qualification Requirements:

To qualify for this Service, You must meet eligibility criteria as dictated by Us, including having all Accounts in good standing.

Limitations of Service:

When using this Service, You may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that You may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to You. In the event this Service is not available to You, You acknowledge that You can deposit Your check at a branch location, through a participating ATM/ITM, or by mail.

Charges or Fees:

The Credit Union does not charge a Usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item You transmit for deposit is dishonored, rejected or otherwise returned unpaid, You agree that We may charge back the amount of the return to the Account the check was originally deposited to, and You will be assessed a fee in accordance with the Schedule of Fees and Charges. If there are not sufficient funds in Your Account to cover the amount of the returned check, the Account will be overdrawn, and You will be responsible for payment. You agree that the Credit Union may debit any Account maintained by You in order to obtain payment of Your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that You are solely responsible for all such fees, limitations, and restrictions, and that We may contact You via Your wireless Device for any purpose concerning Your Accounts at the Credit Union, including but not limited to Account servicing and collection purposes.

Eligible Items:

You agree to capture and deposit only "checks" as defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

Ineligible Items:

You agree that You will not use this Service to capture and deposit any ineligible items including but not limited to the following:

- Checks or items payable to any person or entity other than You
- Post-dated checks
- Checks or items containing an obvious alteration to any of the fields on the front of the check or item that You know or suspect or should know or suspect to be fraudulent.
- Checks or items drawn or otherwise issued by You or any other party on any of Your Credit Union Accounts
- Checks or items not payable in United States currency
- Money orders and cashier's checks
- US Treasury checks
- Items drawn on financial institutions located outside the United States
- Items previously converted to a substitute check
- Consumer loans, credit card, and mortgage payments

- IRA and share certificate deposits
- Savings bonds
- Checks that require authorization (e.g. COMCHEKS, BranchPay, RapidDrafts)
- State-issued registered warrants
- Checks from another financial institution to a closed Account

Image Quality:

The image of the item transmitted to Us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, clearing house, association, or any other regulatory agency.

Endorsement Requirements:

You agree to endorse all items with Your signature and print "For Mobile Deposit Only at Pelican Credit Union" on all items. The Credit Union reserves the right to reject all items that are not endorsed as specified.

Deposit Limits:

You may make up to \$35,000.00 per day and up to \$50,000.00 per month via mobile deposit. The Credit Union reserves the right to impose these limits and may change them at any time without notice.

Receipt of Items:

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items not received or for images not transmitted. A Deposit Received Notification email is sent to confirm Your image was transmitted. However, such notification does not mean that the transmission was without error.

Provisional Credit and Availability of Funds:

You understand and agree that items transmitted utilizing Mobile Deposit Capture will not be subject to the funds availability requirements of Regulation CC.

Below is our general funds availability policy for this service:

- The first \$275 of funds from Items deposited under the terms of this Agreement will generally be available the same day.
- Remaining funds will generally be available on the second business day after the day of deposit.
- New Membership (120 days) receive \$0.00 immediate availability of funds deposited.
- Funds will generally be available on the 7th business day.

Funds may be delayed longer, at our sole discretion, based on factors related to Account activity, length of membership, check amount and collectability of the item. We will notify You if We delay Your ability to withdraw funds.

Credit given for the item is provisional and subject to final approval of the item.

With respect to each item, You send to the Credit Union for deposit, You agree to indemnify and reimburse the Credit Union for and hold the Credit Union harmless from and against any and all losses, costs, and expenses.

Method of Presentment:

The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion.

Retention and Disposal of Items:

You agree to retain each item no fewer than 30 days after transmission. Promptly after such period expires, You must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You will promptly provide any retained item to the Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

Errors or Discrepancies:

Notify the Credit Union at 1-800-351-4877 as soon as possible, if You believe Your statement is incorrect, or if You need more information about a transaction listed on the statement. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem appeared. If You do not notify Us within 60 days from the date Your statement was sent, You may not be compensated for any losses.

Security Requirements:

To prevent unauthorized Usage of the Service, You agree to ensure the security of the personal computer and/or mobile Device You own and use to access the Service. By securing these Devices, We specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as Well as securing the physical Device from theft or unauthorized use. Additionally, the Credit Union may also request additional information from You.

Disclaimer of Warranties:

The Credit Union's representations, warranties, obligations, and liabilities and Your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by the Credit Union and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose. We make no warranty that the services (i) will meet Your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected.

Limitation of Liability:

The Credit Union's liability for errors or omissions with respect to the data transmitted or printed by the Credit Union will be limited to correcting the errors or omissions.

User Warranties and Indemnification:

You warrant to the Credit Union that:

- You will only transmit eligible items that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by the Credit Union.
- All information You provide to the Credit Union is accurate and true.
- The Credit Union will not sustain a loss because You have deposited an image.
- You will comply with this Agreement and all applicable rules, laws, and regulations. Items You transmit do not contain viruses.

You agree to indemnify and hold harmless the Credit Union from any loss for breach of the warranty provision.

Change in Terms:

The Credit Union reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at any time.

Governing Law:

This Agreement supplements the terms of Your Membership and Account Agreement and Disclosures. Together they constitute the entire Agreement between You and the Credit Union with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the State of Louisiana and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

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.