

Legacy National Bank Online Banking End User License Agreement

(Revised July 2019)

Welcome Home – to Legacy National Bank’s online banking system. Retail Online Banking ® and Business Online Banking ® are the names for certain online services offered by Legacy National Bank. Retail Online Banking ® is our consumer online banking service while Business Online Banking ® is our commercial banking online banking service with access to various products offered by Legacy National Bank. The services are described in this Agreement. You should read this Agreement carefully and keep it with your bank account records.

This agreement is broken down into five sections: 1) Online Services which applies to all customers; 2) Bill payment services which applies to all bill payment customers and distinguishes between consumer and business bill payments; 3) PopMoney® and Account to Account Transfers(A2A); 4) Business/Nonprofit/Governmental services which details additional restrictions/information for those customers having those types of accounts and 5) Mobile Banking which applies to those customers utilizing the online services via a wireless telecommunications device.

Definitions and terms you should be familiar with in this Agreement:

- "Due Date" means the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.
- "Financial Software" means the software provided to allow you to access and use the Service.
- "Personal Financial Software" refers to software which you purchase to perform accounting, bookkeeping or personal/business financial recordkeeping in conjunction with your online banking transactions.
- "Password" means a personal code selected by you that will be used to obtain access to the Service. The term includes any additional numbers and words required by the Financial Software or equipment used, or otherwise established by you.
- "Payee" means any person or entity to which you direct a payment through the bill payment Service.
- "PC" means a personal computer that meets the requirements for use of the Service.
- "Recurring Payment" means a regular payment that is automatically made during recurring intervals permitted by the Service based on a recurring Transmit Date.
- "Same Day Payment" means a payment that will be initiated on the same day that you enter the payment information through the Service.
- "Service" means the individual and collective online banking services available in connection with the Financial Software and described herein.
- "Account" means (i) the primary checking account (or checking accounts) designated by you that will be debited for payments to Payees initiated through the Service (any such checking account being referred to herein as a "Primary Service Account"), (ii) all other eligible deposit accounts that are linked to your Primary Service Account, (iii) lines of credit from which funds may be transferred to a Service Account, (iv) investment accounts, such as IRAs which may be funded from a Service Account, and (v) any other account or financial product accessed using the Service. All of these accounts are subject to this Agreement. An account that requires two signatures to make withdrawals may not be designated as a Service Account.
- "User’s Guide" means any instructional materials (as amended from time to time) provided with the Service.
- "We," "us" and "our" means Legacy National Bank with which you have established one or more Service Accounts, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the provision of the Service.
- "You," "your" and "yours" means (i) each and every person who now or hereafter is an account holder with respect to the Service Account or has an interest therein; and (ii) each and every person who now or hereafter subscribes to the Service or uses the Service.
- "Authorized Representative" refers to a person who has authority of any kind with respect to an account or transaction.
- "Multifactor Authorization" refers to multiple levels of security for users to access the online banking service including any combination of individual user ids and passwords, tokens or images/pass phrases.
- "Business Day" means Monday through Friday, excluding Saturday, Sunday and designated federal banking holidays.
- "Handheld Device" includes a cellular phone or personal digital assistant satisfying hardware and software requirements as specified by us from time to time.
- "Mobile Banking Service" means each of the products and services you access through the Service using a Handheld Device. These products and services may include (but aren’t limited to) browser and text message banking. Not all accounts are accessible through Mobile Banking.
- "Website" means the Legacy National Bank website and other pages accessible through www.legacyar.com or through any associated Legacy National Bank website.
- "Alerts" means text messages and/or emails sent from us to you regarding current information on your account based on a service in which you have enrolled.
- "Service" or "The Service" means the bill payment service offered by Legacy National Bank, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc .
- "Agreement" means these terms and conditions of the bill payment service.
- "Customer Service" means the Customer Service department of Legacy National Bank.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.

- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Affiliates" are companies related by common ownership or control.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed
- "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Popmoney
- Services fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- "Payment Instruction" is the information provided by the Sender to the Popmoney Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- "Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.
- "Receiver" is a person or business entity that is sent a Payment Instruction through the Service.
- "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.
- "Sender" is a person or business entity that sends a Payment Instruction through the Service.
- "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

Other definitions may appear within the remaining text of this Agreement.

Online Banking Service

There are certain disclosures for electronic funds transfers and bill payments in this Agreement not found in your Deposit Account Agreement. By subscribing to, or using, this Service you agree that you have complied with the online instructions in accessing the Service and that you will be bound by its terms.

1. **Agreement.** In addition to this agreement, you may have a separate agreement for each of your accounts with us. Each account is still subject to those same agreements. If there is any conflict between this agreement and the deposit account agreement regarding the account, then the deposit account agreement takes precedence. Conversely, if there is a conflict between this agreement and the deposit account agreement regarding online banking, then this agreement takes precedence.
2. **Users.** If an account is owned by more than one person, or has more than one Authorized Representative, each person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the account and related online banking (subject to the extent of the terms and conditions of the account). We may rely and act on those instructions of any such person without having liability to you. All transactions that an Authorized Representative performs on an account, including those which you may not be aware of or intend(ed) are considered transactions authorized by you. You are responsible for those transactions and will not hold Legacy National Bank liable for them.

If you make someone an authorized signer on an account and they enroll in the online banking service, we may consider them an Authorized Representative in our own discretion. If you notify us that an Authorized Representative is no longer authorized, you must give us an appropriate length of time to act on the notice. Only after those times will any transactions be considered unauthorized.

Business owners may delegate authority to access the system to other employees in their business and may do so, in accordance with the requirements and procedures we provide to you from time to time. We may discontinue offering this option at any time without prior notice.

3. **Service Transactions.** You may use the Service to perform the following transactions with your PC:
 - make payments to a Payee from your Accounts;
 - review past or scheduled payments from your Accounts;
 - order transfers of funds among eligible Accounts;
 - order transfers of funds from Accounts to certain loan accounts accessible through Retail Online Banking or Business Online Banking;
 - perform balance inquiries with respect to each Account accessible through Retail Online Banking or Business Online Banking;
 - view account activity within each Account;
 - place stop payments on outstanding checks;
 - access your monthly account statement(s)

- request advances from eligible loan accounts accessible through Retail Online Banking or Business Online Banking to your Primary Service Account;
 - Open a new Deposit or Savings Accounts as well as a Certificate of Deposit.
 - initiate direct deposits and direct payments (ACH) (Business Online Banking only);
 - initiate and review positive pay transactions (Business Online Banking only);
 - initiate wire transfer requests (Business Online Banking only) and
 - Remotely Deposit checks (Business Online Banking only)
 - any additional services that may be added to enhance the service.
- We reserve the right to restrict your access to any services at any time without prior notice.

4. Limitations. Your use of the Service is subject to the following limitations:

***Dollar Amount.** There may be limits on the amount of transactions you can make using the Service. These limits are for security reasons and may change from time to time.

***Frequency.** There may be limits on the number of transactions you can make using the Service. These limits are for security reasons and may change from time to time. You are not permitted under applicable law to make more than six preauthorized transfers from a savings or money market account each statement period. No more than three of the transfers may be made by draft, check, debit card, or similar order to a third party (to the extent permitted by these accounts). **Reminder- Each bill pay transmitted from a money market account or other limited transaction account will be counted towards the account's transaction limitation during the statement period.**

***Foreign Payments.** Payments to Payees outside the United States or its territories are prohibited through the Service.

***Loans.** Funds transferred from Accounts to loan accounts accessible through Retail Online Banking or Business Online Banking will be applied to such loan accounts according to the terms of the agreements establishing such loan accounts.

***Other.** Your use of the Service is subject to the following additional limitations:

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- Payments that violate any law, statute, ordinance or regulation; and
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and
- Tax payments and court ordered payments.
- You may not make a payment in any currency other than U.S. dollars.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7

There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of your deposit, loan, or other agreements with us or applicable law. You agree to abide by and be bound by all applicable limitations.

6. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification). You further consent to receiving text messages from us at that number, and/or e-mails from us for marketing purposes. Please review our Privacy Policy for more information.

7. Password. You will be asked to choose an alpha-numeric password which you will use to obtain access to Retail Online Banking or Business Online Banking. You should not use your debit card personal identification number ("PIN") as your password. You authorize us to follow any instructions entered through the Service using your password.

Because your password can be used to obtain information and access money in your Accounts, you should treat your password with the same degree of care and secrecy that you use to protect your PIN or other sensitive personal financial data. You agree not to give your password, or make it available, to any person not authorized to access your Accounts. Your password can be changed within the Service and must have the minimum number of characters we may specify from time to time and must include at least one letter and one number. You may also use special characters (i.e. @, \$, %). The password you choose is case sensitive.

If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling the appropriate number as shown in section 14 during Customer Service hours.

Business users may be required to also utilize a token for added security of their profile.

8. Accessing the System. For Internet Banking, you must have Internet Access with 128 bit encryption and your browser must be configured to accept "cookies" and JavaScript enabled.

9. Virus Protection. We are not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with the use of an online system. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your PC. We are not responsible for any errors or failures resulting from defects or malfunctions of the Financial Software. **WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. Equipment. We are not responsible for any loss, damage or injury resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or (iii) any defect or malfunction of your PC, modem or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement.

11. Our Liability for failure to Complete Transactions. We will process and complete all transfers (to and from eligible accounts) properly initiated through the Service in accordance with the online instructions provided within Retail Online Banking or Business Online Banking and the terms of this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount in accordance with online instructions provided with Retail Online Banking or Business Online Banking and under the terms of this Agreement, our liability for your losses and damages will be limited to those directly and proximately caused by our failure, not to include indirect, consequential, special or exemplary damages. Further, we will not be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer or payment.
- The Service or your PC or modem is not working properly and you knew about the malfunction when you started the transfer or payment.
- A Payee mishandles or delays handling payments sent by us.
- You have not provided us with the correct Payee name, address, account information or payment amount.
- Circumstances beyond our control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.

12. Statements. All of your payments and funds transfers made through the Service will appear on your monthly account statement(s). The Payee name, payment amount, and Transaction Date will be reflected for each payment made through the Service. You agree that we may make your statement available to you online instead of by mail. We will, however, mail you a written statement if requested within the time permitted by law after your statement closing date. To request a written statement, you may call 479-717-1900 or 877-717-1900. **Charges may apply.**

13. Fees. Your fees are listed in our current fee schedule, and may be modified from time to time, and available from any Legacy National Bank Customer Service Representative or the Electronic Banking Department. We will notify you of any changes as required by law. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

14. Business Days/Hours of Operation. Our business days are Monday through Friday, except certain federal bank holidays. Although bill payments can be processed only on business days, the Service is available 24 hours a day, seven days a week, (except during maintenance periods), for the scheduling, modification, or review of payment orders and for funds transfers and balance inquiries.

15. Online Statements.

- a. **Description of Online Statements.** We offer online statements for deposit accounts, allowing you to replace your mailed (paper) statement with an electronic version that you can view on the website, save to your computer or print at your convenience. Any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your account may be delivered to you electronically. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your accounts or online services. The following is a brief description of the various features of and requirements for using online statements. From time to time, we may add to, modify, or delete any feature of online statements at our sole discretion.
- b. **Registration for Online Statements.** You must be enrolled in this Service to view online statements. Once you have logged into your online banking accounts, you may select the 'Profile' tab and then select the 'Electronic Statement *Enrollment*' section. Click on the tab to select the appropriate account(s) you wish to select to convert to receive electronic statements and submit. You may also call the Electronic Banking Department at 877-717-1900 and ask to have your accounts converted to eStatements.
- c. **Eligible Accounts for Online Statements.** All consumer and business checking, savings and money market accounts that have recurring periodic statements are eligible for online statements.
- d. **Enrollment for Online Statement Delivery.** To access online statements for your deposit account you must enroll each account in the online statements Service. For accounts with multiple owners, only one account owner needs to enroll the account in online statements. However, each account owner or authorized signer must enroll in online statement in order to view the account's online statements. If you enroll for online statements, we'll send you an email every statement cycle to let you know that your current statement is ready for you to view online. When you enroll in online statements, we will no longer mail paper statements to you for that account.
- e. **Accessing Your Online Statements.** Your online statement and legal notices and disclosures will be presented to you on the website. You will need to ensure that your computer software meets the requirements provided on the website in order to view, print, and/or save your online statement and legal notices. Depending on the time you enroll in the Service, you may have only up to 18 months of statements available online.
- f. **Email Address Maintenance.** It is your responsibility to notify us if you change your email address. Unless otherwise prohibited by law, rule or regulation, if our email to you is returned as 'Undeliverable', we may discontinue sending email messages. You may change your email address by going to the websites 'Profile' tab and choosing 'Email,' making your correction and updating the information.
- g. **Changing the Statement Delivery Method.** Unless it is a requirement of your account type, you may change the way we send your account statements at any time and at no charge by contacting the Electronic Banking Department at 479-717-1900 or 877-717-1900. When you change your statement delivery option the change will take effect in your next statement cycle. You may view online images of the checks posted to your account. You may request that a photocopy of a cancelled check be mailed to you. Additional fees may apply (at our current rate). We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you may have chosen.
- h. **Consent to Electronic Communications.** As part of your enrollment in this Service, you agree that any and all disclosures and communications from us regarding your account(s), Billpay, or this agreement may be made to you electronically in accordance with the notice provisions of this agreement.
- i. **Termination of Service.** Either you or we may terminate delivery of online statements without notice.

16. Notice of Your Rights and Liabilities.

- (a) **Consumer Accounts.** This subsection applies only to accounts that are established primarily for personal, family or household purposes. Tell us AT ONCE if you believe that your password has been lost, stolen or compromised. Otherwise, you could lose all the money in your accounts accessed by the password. **Telephoning is the best and fastest way of keeping your possible losses down.**

If you believe your password has been lost or stolen, that someone has transferred or may transfer money from your account, that someone has viewed, downloaded or deleted electronic records from account(s) without your permission, or if you suspect any fraudulent activity on your account, please immediately call:

Online Banking or eStatement Customer Service

479-717-1900 or 877-717-1900

For bill payment, PopMoney or Account to Account (A2A) Transfer issues:

855-832-6438

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

For mobile banking issues:

888-243-2543

Or write to:

Electronic Banking
Operations Department
Legacy National Bank
P O Box 6490
Springdale AR 72766

(b) **Business/Nonprofit/Governmental Accounts.** You agree to tell us of any unauthorized transactions, or the loss or compromise of your password, within two (2) business days of discovery. You may call your account officer or use the numbers listed in subsection (a) above. If you do not notify us in two business days, we will not be responsible for unauthorized transactions that we could have prevented had you provided timely notice. In no event may you assert an unauthorized transfer claim against us more than 14 days after the record of such transfer became available online for access through your PC, whether or not such information was accessed.

17. Errors and Questions. In case of errors or questions about your electronic transfers or payments, you should telephone the Operations Department at 479-717-1900 or 877-717-1900.

We must hear from you no later than sixty (60) days after you received your FIRST statement or notification on your PC in which a problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the 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.
- c. Tell us the dollar amount of the suspected error.

We will tell you the results of our investigation 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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally re-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 do not receive it within ten (10) business days, we may not re-credit your account.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

18. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Accounts or the transactions you make:

- a. Where it is necessary for completing a transaction; or
- b. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
- c. In order to comply with a governmental agency or court orders; or
- d. If you give us your written permission; or
- e. Where it is necessary for activating additional services; or
- f. To our affiliates or for purposes of offering or providing you other products or services.

19. Authorization to Obtain Information. You agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

20. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made within the user interface of the Service or by contacting customer care for the Service as set forth in section 7 above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

21. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. This can be found at www.legacyar.com or by contacting any banking center.

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

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

24. Termination. You may terminate your use of the Service at any time by calling the Operations Department at 479-717-1900 or 877-717-1900 or write to: Legacy National Bank, Electronic Banking, P.O. Box 6490, Springdale, AR 72766. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Transaction Date within this ten day period, you must also separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments with Transaction Dates during the ten (10) days following our receipt of your written notice of termination. Your notice of termination will be confirmed by mail. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if you violate any terms of this agreement, your Accounts are closed, access to your Accounts are restricted for any reason or if you do not use your online banking Service for a period of 6 months. If you would like to transfer the Service to a different account with us, you must provide five (5) business days advance written notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf. By terminating the service you will no longer have access to your online statements or online access to your account(s).

25. Disclaimer of Warranties and Limitation of Liability. As allowed to the fullest extent by law, we make no implied or express warranties of merchantability or fitness for a particular purpose. We do not warrant that the service will be uninterrupted, error free, that our website that makes the service is free of viruses or other harmful components or that defects will be corrected.

Except as otherwise provided in this Agreement, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof.

We do not make any representation that any content or use of the service is appropriate for use outside of the United States of America.

We will not be obligated to honor any transaction which:

- 1) Is not in accordance with any term or condition of this agreement or applicable to your deposit agreement;
- 2) We have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, or legal process (garnishment, levy...) we believe prevents the transaction;
- 3) Would violate (i) any applicable provision of a risk control program of the Federal Reserve Banks or the Office of the Comptroller or (ii) any applicable rule or regulation of any federal or state regulatory authority;
- 4) Is not in accordance with any of our policies, procedures or practices; or
- 5) We have other reasonable cause not to honor; for our or your protection.

In no event shall we be liable for any failure due to Acts of God or circumstances beyond our control.

26. Software. The financial software providing the services are provided "as is." We disclaim all warranties whatsoever concerning the software, specifically including without limitation any warranty of fitness for a particular use or warranty of merchantability. The software contains trade secrets in its human perceivable form and, to protect them, you may not modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the software to human perceivable form. You may not create derivative works based on the software or remove any proprietary notices, labels or marks on the software or accompanying documentation.

Personal financial management software such as Quicken®, Quickbooks® and other types of software may be used in conjunction with our online banking software. You must obtain a valid agreement and license for this software with the provider and we will not be liable for any limitations, restrictions your provider sets on this software. You are responsible for any fees your software provider may assess for this type of software.

27. Stop payment. This function enables you to place check stop payment orders online if you know the exact check number and check amount for the check on which you wish to stop payment. Please confirm the accuracy of your check description carefully before you submit your order. The Bank will not be bound by an order which fails to describe the check number and check amount *exactly*. The Bank will have one banking day in which to make a stop payment order effective. You can place your stop payment order for no more than a period of 6 months. A stop payment order will not be binding on the Bank after the expiration of such period unless you renew the stop payment order. Stop payment orders placed through the Service are subject to our customary stop payment fee which has been separately disclosed to you.

Should you need to place a stop payment on a preauthorized EFT, you must contact a Legacy National Bank branch office or the Electronic Banking Department at 877-717-1900 at least 3 business days prior to the scheduled transfer date. We require your name and account number along with the transfer and the exact (i) name of the payee, (ii) exact payment amount, (iii) scheduled transfer date. Failure to provide correct and complete information may not make it possible for us to stop payment on the preauthorized EFT. You agree to indemnify and hold us

harmless from and against any loss incurred by and as a result of our paying an EFT because any of the information relied upon in the stop payment order is incorrect and/or incomplete.

28. Alerts. This option allows you to request and receive text messages about your account(s). You may receive alerts through cellular phones. *or* pagers. Each alert will be effective after set up of the alert parameters and delivery points using this service.

You understand and agree that each alert may not be encrypted and may include certain information regarding your account. Receipt of alerts may be delayed or prevented depending on factors such as internet service providers, telephone providers, transmission capabilities... We cannot guarantee the delivery or the accuracy of the contents of any alert. We will not be liable for the delayed or non-delivery of any alert.

29. Entire Agreement. This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements the Deposit Account Agreement (currently given at New Account opening) related to your Accounts.

30. Governing Law. The Online Banking, PopMoney and Mobile Banking portions of the Agreement shall be governed by and construed in accordance with the laws of Arkansas, without regard to any state's conflicts of laws provisions. The Online Bill Payment Agreement and the Account to Account (A2A) Transfer Agreement shall be governed by the laws of the State of Georgia. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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

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

33. Severability. The same severability provisions, which are set forth in the bank's Deposit Account Agreement, shall also apply to this Agreement.

34. Statements of Representatives. If there is a conflict between what one of our representatives says and the terms of this Agreement, the terms of this Agreement will prevail.

35. Arbitration and Waiver of Jury Trial. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

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

36. Complete Agreement and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

37. Additional Provisions.

- a. **Timing of Completion of Funds Transfers.** Funds transfers to other accounts within Legacy National will be posted on the following time schedule:
Retail Online Banking Transfers up to 6:00 pm CST
Business Online Banking Transfers up to 3:30 pm CST
Transfers after these stated times will post on the next business day.
- b. **System Maintenance and Online Account Access.** At certain times, online access to one or more of your accounts may not be available due to system maintenance or circumstances beyond our control. During these times, you may call any Legacy National Bank location at 479-717-1900 or 877-717-1900 for information regarding your accounts.
- c. **Linking and Displaying Accounts.** When you enroll for the Service, all accounts on which you are an account owner will be linked and displayed (Business Online Banking) customers will be set up with the accounts they need access to on a case by case basis). Accounts that are linked together will appear on the website's Account Summary page without regard to whom else may have an ownership interest in each account.

Bill Payment Service (Consumer and Small Business)

1. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.
2. **The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.
3. **Payment Authorization and Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

- 4. Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).
- 5. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
- 6. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
- 7. Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

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

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

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

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

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

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

9. **Billor Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
10. **Information Authorization.** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).
13. **No Waiver.** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Popmoney^(SM) Personal Payments Service and Account to Account Transfers

1. **Introduction.** This Terms of Use document is a contract between you and us in connection with the Popmoney® Personal Payments Service (the "Popmoney Service" or "Service") offered through our online banking site or mobile applications (the "Site") (the "Service"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
2. **Description Of Service.** The Popmoney Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars (or in gift card value, if applicable). Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through www.Popmoney.com (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.
3. **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Popmoney Service and we are solely responsible to you and any Sender, Receiver and Requestor to the extent any liability attaches in connection with the Popmoney Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" section at the bottom of this Agreement.
4. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).
5. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required

disclosures through electronic communications by contacting us as described in section 7 above. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

6. **Receipts and Transaction History.** You may view your Popmoney transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.
7. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
8. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
9. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.
10. **Payment Authorization and Payment Remittance.**
 - a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
 - b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
 - c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.
 - d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
 - e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 20 below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
 - f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed,

but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

- 11. Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of section 20, below.

- 12. Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Service, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

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

- 13. Payment Methods and Amounts.** There are limits on the amount of money or gift card value you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.
- 14. Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.
- 15. Mobile Phone Users.** Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.
- 16. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
- 17. Service Fees and Additional Charges.** You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT,** except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
- 18. Failed Or Returned Payment Instructions.** In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:
- You will reimburse us immediately upon demand the amount of the Payment Instruction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
 - For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
 - You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
 - You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and

e. We are authorized to report the facts concerning the return to any credit reporting agency.

- 19. Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- 20. Returned Payments.** In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.
- 21. Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.
- 22. Intellectual Property.** "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
- 23. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

- 24. Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in section 7 above. See also section 21 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
- 25. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section 36 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- 26. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.
- 27. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Service. In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
- 28. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 37 AND 38 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TERMS OF USE Account-to-Account ("A2A")SM Transfer Service

29. **Introduction.** This Terms of Use document (hereinafter "Agreement") is a contract between Legacy National Bank (hereinafter "we" or "us") and you (hereinafter "you") in connection with the A2A Transfer Service (the "Service") offered through our online banking site (the "Site"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. By accessing the Service, you acknowledge that you have read and agree to this Agreement. Please read this Agreement carefully. This Agreement outlines the legally binding terms and conditions for your use of the Service.
30. **Service Providers.** We are offering you the Service through one or more "Service Providers" that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. "Service Provider" and certain other terms are defined in a "Definitions" section at the end of this Agreement.
31. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not guarantee the identity of any user of the Service (including but not limited to Accounts to which you send payments).
32. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, or by mailing it to any postal address that you have provided us. For example, users of the Service may receive certain notices (such as notice and receipt of transfers) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 27 below. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications.
33. **Receipts and Transaction History.** You may view at least six months of your transaction history with the applicable Service Provider by logging into your account and looking at your account transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
34. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors.
35. **Acceptable Use.** You may use the Service to transfer funds as described in section 12 below. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that: (a) violate any law, statute, ordinance or regulation; (b) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (c) violate any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (h) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 27 below of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.
36. **Transfer Authorization and Processing.** (a) The Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are the sole owner (and not a joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. (b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in Section 18 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds. (c) We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
- If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - The transfer is refused as described in section 14 below;
 - You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
 - Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances. (d) It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

37. **Transfer Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.
38. **Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.
39. **Stop Payment Requests.** If you as a Sender desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to section 27. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
40. **Taxes.** It is your responsibility to determine what, if any, taxes apply to transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transfers, or for collecting, reporting or remitting any taxes arising from any transfer.
41. **Failed Or Returned Transfers.** In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (c) You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; (d) You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (e) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.
42. **Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau.
43. **Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.
44. **Waiver of Class Action Claims.** Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Agreement as a class action.
45. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorney fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.
46. **Release.** If you have a dispute with one or more other users of the Site or the Service, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by ? 1542 of the California Civil Code, which reads: "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to ? 1542 of the California Civil Code.
47. **No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
48. **Intellectual Property.** All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known

or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

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

Business/Nonprofit/Governmental Services

- 1. General.** By requesting or using the Service, you agree to be bound by all terms and conditions of this Agreement, including amendments we make from time to time. Use of the Service by any Authorized Representative after the scheduled effective date of an amendment will make the amendment binding upon your business and each Authorized Representative. You also agree to comply with our instructions for use of the Service, whether such instructions are furnished online or otherwise. Your bank accounts will continue to be governed by our Deposit Account Agreement and Availability of Funds Policy. Any special account services to which you subscribe (e.g., wire transfer positive pay, ACH, Remote Deposit, etc.) will be governed by the applicable agreement furnished to you separately. However, if there is an expressed inconsistency between those agreements and this Agreement, this Agreement will govern to the extent of such inconsistency. *This Agreement is intended for accounts established for business purposes, including without limitation corporate, partnership, limited liability company, governmental and sole proprietorship accounts.*
- 2. Access.** To request access to the online banking service you will need to call your account officer or the Operations Department at 479-717-1900 or 877-717-1900. Upon our approval, you will be issued a confidential User ID and Password to utilize the Service. If your company is initiating wire transfers or ACH transactions, each user involved in the process will be given a token for an extra level of security as the password on these tokens change every minute. If your business requires that multiple Authorized Representatives be able to use the Service, you agree to request a separate User ID and Password for each person. You may designate the particular accounts each Authorized Representative may access through the Service. You also may designate whether you wish an Authorized Representative to have access through the Service for information reporting purposes only or also for balance transfer, bill payment, or other functions which you have arranged, or do arrange, to utilize through the Service. We may require that you designate a Primary User having authority to administer and maintain all User ID's and Passwords and account activity levels. Instructions for changing Passwords are available at online Help at this Website.
- 3. Security.** You acknowledge that the User ID and Password procedures and the multiple Authorized Representative activity level options described above constitute commercially reasonable security procedures. You agree to safeguard the confidentiality of all User ID's and Passwords and to provide them only to your Authorized Representatives, and you agree to notify us immediately if you believe that the confidentiality of any of such information may have become compromised. You authorize us to execute all transfer and other instructions we receive with a valid User ID and Password before you notify us of unauthorized use and we have a reasonable opportunity to act upon your notice. You agree that we have no obligation to obtain verification from a second person of an instruction entered with your User ID and Password. We will have no obligation to review or monitor for any reason (including without limitation the possibility of application of business funds for unauthorized purposes for the benefit of employees or others) instructions or transactions conducted with your User ID and Password. If you are an owner of an account for which a valid User ID and Password is furnished to us in order to transfer funds from the account, you agree to indemnify and hold us harmless from all loss and liability arising in connection with such transfers, even if such transfer instructions were not authorized by you. You agree to promptly review account and transaction records we make available to you, whether in electronic or paper form, and to promptly report any discrepancy to us.
- 4. Access Service functions.** The basic functions of the Service include the following:
 - Information reporting
 - Intrabank account transfers to and from linked accounts
 - Initiation of stop payment instructions on checks
 - Bill paymentEach business which we approve to utilize the Service will be permitted to utilize the basic functions after account function set-up procedures are completed. Businesses which have already signed applicable agreements and been set up by the Bank for the following special functions may also obtain access to those functions through the Service.
 - Remotely Deposit checks
 - ACH
 - Wire transfer
 - Positive Pay
- 5. Information reporting.** This function enables you to review online certain account transaction history and reports which you have elected to receive with respect to deposit and some loan type accounts linked to the Service. (Some information may be current only as of the close of the previous banking day.)

6. **Intrabank account transfers.** This function enables you to make online funds transfers between your Bank accounts which are linked to the Service.
7. **Bill payment.** (a) You may make payments through the bill payment function of the Service. Please see the section 'Bill Payment Services' for more details regarding your rights and obligations.
8. **ACH.** If you request and receive our approval to utilize the ACH function and you execute our ACH Agreement and complete our ACH set-up procedures, you will be permitted, subject to our ACH policies and procedures, to originate ACH transactions online by entering your instructions to transfer funds, via the automated clearinghouse system, to or from your Bank accounts or your accounts maintained at other depository institutions, or to or from third- party accounts (pursuant to their prior authorization) obtained by you. The transaction information which you enter must be *exact*. The receiving bank may post ACH transactions based on the designated account number, even if the name of the payee on the account does not match the name of the payee you designated, and you will be liable for those transactions. Thus, you must confirm the accuracy of the receiving party's account number and the other transaction information before you submit your ACH instructions. **The Bank's cutoff time for execution of ACH instructions is 3:30 pm CST.** If you enter ACH instructions before the cutoff time and wish to cancel or revise them, you must do so before the cutoff time. ACH transactions submitted through the Service are subject to ACH fees separately disclosed to you.
9. **Wire transfer.** If you request and receive our approval to utilize the wire transfer function and you execute our Wire Transfer Agreement and complete our wire transfer set-up procedures, you will be permitted, subject to our wire transfer policies and procedures, to request the transfer of funds electronically (via Fedwire in most cases) from Bank accounts which you have designated to participate in the wire transfer function to your accounts maintained at other institutions or to third parties. The transaction information which you enter must be *exact*. The beneficiary bank may post wire transfers to accounts based on the designated account number, even if the designated beneficiary of the funds transfer is not an owner or otherwise listed on the account to which the funds are posted, and you will be liable for those transactions. Thus, you must confirm the accuracy of the beneficiary's account number and the other transaction information before you submit your wire transfer instructions. **Wire transfer instructions must be received by 4:30 pm CST in order for the wire transfer to be remitted on that day's business.** Wire transfers submitted after that time will be remitted on the following business day. Wire transfer instructions which you submit to us will not be subject to cancellation or modification by you after we execute the instructions by releasing them to any applicable intermediary or beneficiary bank. We will not be bound by your instruction to cancel or modify a wire transfer instruction unless you provide us complete and accurate information concerning your original wire transfer instructions. Wire transfer instructions entered through the Service are subject to wire transfer fees which have been separately disclosed to you.
10. **Positive Pay.** If you execute our Positive Pay Service Agreement, complete our positive pay set-up procedures (including any special set-up procedures for use of our online positive pay services), and comply with our positive pay procedures and instructions, you will be permitted to utilize our online banking facility to transmit to us your positive pay issue file, enter manual entries to your issue file, view your positive pay suspect items, and instruct us to pay or return such items. **Currently, the deadline by which we must receive transmission of your issue file and any manual entries through online banking is 4:00 pm CST. Currently, the deadline by which we must receive your pay or return instructions for suspect items is 10:30 a.m. CST.** If we do not receive your pay or return instructions for suspect items by that deadline, we shall be entitled to return suspect items. We will have no responsibility with respect to the failure of any attempt we might choose to make to try to accommodate you with respect to instructions received after such deadlines. If we are contacted by a person whom we believe to be your authorized representative and who requests, via facsimile transmission or other means of communication, that we pay or return suspect items, or who provides other positive pay-related information to us, we shall be entitled to rely upon such instructions and information in good faith. You must comply with our positive pay procedures and instructions as set forth in the Positive Pay Service Agreement, this agreement, and any other procedures or instructions we may furnish or make available to you. Positive pay services are subject to fees which have been separately disclosed to you.
11. **Charges.** Transactions which you conduct through the Service, including without limitation ACH transfers, wire transfers, positive pay, and stop payment orders, are subject to the fees for such services which are separately disclosed to you. The fees for bill payment services are described above. The fees, if any, for subscribing to the Service will be disclosed to you at the time you are notified (electronically or in writing) that we have approved your application to subscribe to the Service. You may notify us at that time that you reject the Service, in which case you will owe no fees for the Service, so long as you never use it. If you request or use additional services through the Service, including without limitation services provided by other information providers, you may be assessed additional charges applicable to those services. You are responsible for payment of the charges assessed by your Internet service-provider or other third-parties.
12. **Liability limitation.** We will have no liability to you for failing from time to time to provide online access to your accounts and/or to account functions which generally are available to you through the Service, regardless of the reason for such unavailability. Even when the Service is available to you, we will not be obligated to execute any instruction or transaction which does not satisfy each of the following criteria: (1) there must be sufficient, unencumbered funds available in the account from which funds you wish to transfer funds; (2) the transaction must be in full compliance with the terms and conditions of this Agreement, other applicable agreements, and our instructions; and (3) the transaction must be in accordance with other requirements of our applicable policies, procedures, and practices. In addition, under no circumstances will we be liable for any loss, damage, expense, or cause of action (whether such action is based on contract, tort, or any other form of action) arising out of or in connection with: (1) funds transfers or other transactions for which the instructions submitted to us were accompanied by a valid User ID and Password, regardless of whether such transactions were not authorized by, and did not benefit, the accountholder; (2) execution of an ACH, wire transfer, or other funds transfer order or positive pay instruction in conformity with the information submitted to us with your valid User ID and Password, regardless of whether some or all of the information submitted was erroneous; (3) our failure to stop payment on a check or other transfer for which some or all of the information submitted to us was either erroneous or not timely submitted; or (4) any viruses which may infect your computer equipment, regardless of the source of such infection. The circumstances described in the two preceding paragraphs shall never be considered losses attributable to any act or inaction on our part. Under no circumstances whatsoever will we be liable for any indirect, incidental, exemplary, special, or consequential damages, including without limitation damages in the nature of legal expenses or loss of anticipated profits. Our liability for damages arising from

any delay in executing your funds transfer orders shall not exceed an amount equal to interest on the funds at the federal funds rate paid by the Bank for a period not to exceed two weeks.

Mobile Banking

By participating in Mobile Banking, you agree to the terms and conditions presented here. We offer our customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.**

1. **Access.** You will typically access your account(s) through the mobile banking browser after you have enrolled in the service. You will receive this information in your browser through a connection using your handheld device.
2. **Enrollment.** To enroll in mobile banking, you must have already established an online banking relationship with us. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. To enroll, you may select the 'Profile' tab and then select the 'Manage Devices under Mobile Banking' or Mobiliti section. Click the appropriate tab and fill in the requested information.
3. **Termination.** You may opt out of this service at any time by calling the Operations Department at 479-717-1900 or 877-717-1900 or write to: Legacy National Bank, Electronic Banking, P.O. Box 6490, Springdale, AR 72766. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if you violate any terms of this agreement, your Accounts are closed, access to your Accounts are restricted for any reason or if you do not use your online banking Service for a period of 6 months. If you would like to transfer the Service to a different account with us, you must provide five (5) business days advance written notice. **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **99588**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

4. **Service Transactions.** You may use the Service to perform the following transactions with Mobile Banking:

- a. order transfers of funds among eligible Accounts;
- b. order transfers of funds from eligible Accounts to certain loan accounts accessible through Retail Online Banking;
- c. perform balance inquiries with respect to each Account accessible through Retail Online Banking;
- d. deposit checks through mobile capture;
- e. pay bills;
- f. view account activity within each eligible Account; and
- g. any additional services that may be added to enhance the service.

5. **Fees.** There is no fee to access Mobile Banking. **Data and message rates may apply.** Contact your cellular provider for details on those charges applicable to your plan with your provider.

6. **Eligible Accounts.** We may limit the types and numbers of Accounts eligible for Mobile Banking. Mobile Banking may not be supportable for all device models for all mobile service providers at all times. We cannot guarantee the availability of underlying services provided by your mobile service provider for data outages or other carrier issues.

7. **Security.** We recommend that you lock your device using a PIN code or password when you are not using it to secure any information on your device. We also recommend that you do not store your 4 digit PIN on your device. If you lose your mobile device, you should contact your mobile service provider immediately. If you receive ALERTS from Legacy National Bank, please contact us immediately, so we can discontinue the ALERTS being sent to your device.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the end of each session completed by you. You agree not to provide your PIN or other access information any other person. If you do, we will not be liable for any damage resulting to you.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. You agree to keep your mobile device updated with the latest security patches and/or software from your mobile service provider. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States of America. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with any local laws of the country where you may be.

8. **Questions:** You can contact us at {888-243-2543}, or send a text message with the word "**HELP**" to this number: 99588. We can answer any questions you have about the program. Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of {name of Financial Institution} or any service provider.

9. Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Legacy National Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Legacy National Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Legacy National Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

10. Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Legacy National Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Legacy National Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Legacy National Bank }, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

11. Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google

12. Warranties and Representations. Our Mobile Banking services are provided to you on an “AS IS” and “AS AVAILABLE” basis. We do not make any warranties or representations that you will have continuous or uninterrupted access to Mobile Banking or its content or functions, or that such functions will be error free, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights and title, and any implied warranties arising from course of dealing or course of performance. Your sole and exclusive remedy for any failure or non-performance of Mobile Banking (including any software or their materials supplied in connection with Mobile Banking) shall be for us to use commercially reasonable efforts to perform an adjustment to your account or repair of the Mobile Banking Service.

Thanks for banking with Legacy National Bank!

