

# Artisans' Bank Online Services Agreement

## Personal | Business

This Agreement is entered into between Artisans' Bank (referred to as "Artisans'", "we", "us", and/or "our") and any customer of Artisans' Bank (referred to as "you" or "your") who subscribes to Artisans' Bank Online Services, which include: Online Banking, Online Bill Payment (**"aka I-Pay"**), Mobile Banking, Telephone Banking, Bank to Bank Transfers (**"aka "BTB" or "IBTs"**), Mobile Deposit (**"aka Remote Deposit Anywhere" or "RDA"**), SmartPay Biller Direct Loans, E-Statements and Notices (**"aka ESI"**), and any other online and/or mobile-based financial services functions which are now available, or may become available in the future (**collectively, " Artisans' Bank Online Services"**).

Please refer to the additional agreements for any or all of these Artisans' Bank Online Services. Additionally, Business customers, please refer to your Artisans' Bank Cash Management, Positive Pay, ACH Origination, Remote Deposit Capture, and/or Wire Transfer (**"aka Funds Transfer"**) Agreements for additional terms and conditions. In cases of conflict between those additional agreements and this Artisans' Bank Online Services Agreement, this Agreement applies.

You seek to obtain certain banking services described herein by means of electronic Internet access through our Artisans' Bank Online Services. We are willing to provide access to the services described in this Agreement ("Services" or "Artisans' Bank Online Services") on the terms and conditions set forth herein, which are accepted by you upon use of any Artisans' Bank Online Service. In this Agreement, "Business Day" means any day other than a Saturday or a Sunday, or any banking holidays we observe. The time set for the end of the Business Day is determined by us from time to time based upon our standard banking procedures.

Any account you link to an Artisans' Bank Online Service remains subject to the applicable account agreement and other disclosures that apply to your account(s). For our consumer customers, the Truth in Savings disclosure and Electronic Funds Transfer (EFT) disclosure, included with the Artisans' Bank Account Terms and Conditions Agreement and our Privacy Policy disclosure, applies to your use of Artisans' Bank Online Services.

### 1. Artisans' Bank Online Services and Features

Subject to the provisions of this Agreement, you will have Internet access to the Services described below.

- A. **Transfers:** The Transfer feature of the Services is a means by which you may initiate transfers between two of your accounts with Artisans'.
- B. **Bill Pay:** The Bill Pay feature is a means by which you may direct payment of your bills on a one-time or recurring basis by use of collected funds in your designated checking account.
- C. **eStatements:** The eStatement feature is a means to receive periodic statements and disclosures electronically and eliminate the need to deliver paper statements through the U.S. mail.
- D. **Mobile Banking:** The Mobile Banking feature is a means to retrieve Artisans' Bank online banking information such as account balances and transactions, and to perform specific tasks such as funds transfers and bill payments, through a mobile Internet access device ( a "Mobile Device"), and a means to deposit checks from your Mobile Device ("Mobile Deposits).
- E. **External Transfer:** The External Transfer feature is a means for consumers to electronically transfer funds between eligible deposit accounts at Artisans' Bank and eligible deposit accounts at other financial institutions with the same ownership. Funds may be transferred as a one-time event or on a recurring basis.

- F. Card Management:** The Card Management feature is a means to control debit card availability by allowing you to lock/unlock your card, mark your card as lost/stolen, reorder an existing card if damaged, activate a new card, add travel notes, set up transaction alerts and set up protections within Artisans' Bank Online Banking.
- G. Communications:** Artisans' Bank Online Services allows you to communicate securely with Artisans' Bank via the Online Banking application. This feature allows you to enter travel notes and establish alerts for your accounts. Please refer to the section Short Message Service "SMS" Texting for additional details.

Additional Services may be offered under this Agreement from time to time by amendment here to, and we may modify or terminate any Service or feature from time to time.

**2. Other Accounts, Loan Agreements and Services**

The terms and conditions contained in this Agreement are in addition to those which apply to depository accounts, loans, credit agreements or other services you may have with Artisans', or any additional services which may be obtained from Artisans', with such terms and conditions being contained on account agreement, disclosures, fee schedules, terms and conditions or any other document related to your relationship with us.

**3. Computer, Mobile Device and Software**

The Artisans' Bank Online and Mobile Services made available to you are accessed via the Internet by use of certain third-party computer software or via an App on a Mobile Device. You will be required to assure any computer and browser software or Mobile Device used for accessing Artisans' Bank Online Services and/or the Mobile Services meets the minimum requirements. We require your browser software operate with a minimum of 128-bit encryption. The system will work with many browsers available on the market today but works best when using Google Chrome, Firefox, Safari or Microsoft Edge.

We make no representations or warranties regarding the accuracy, functionality, or performance of any third-party software that may be used in connection with Artisans' Bank Online or Mobile Services (e.g., Browsers, Apps, Quicken, and Personal Financial Management Software).

You are responsible for the installation, maintenance, and operation of your computer, Mobile Device, or your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your computer, Mobile Device, or your software correctly. We are not responsible for errors or failures from any malfunction of your computer, Mobile Device, or your software. We are not responsible for any computer virus related problems or other defects including the risk of all misdirected communications that may be associated with the use of Artisans' Bank Online Services or Artisans' Bank Mobile Services. **WE MAKE NO WARRANTY TO YOU REGARDING THE COMPATIBILITY OF THE ARTISANS' BANK ONLINE OR MOBILE SERVICES WITH YOUR COMPUTER, MOBILE DEVICE, OR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

When you elect to use the Touch ID technology to access the Mobile App, you must contact us immediately to report any lost or stolen Mobile Device. In addition to contacting us, it is recommended for any Mobile Phone and/or Mobile Device lost or stolen that you log into the Device's Cloud Account and remotely wipe the Mobile Phone and/or Mobile Device. You will be liable for any transactions performed until we are notified of the loss/theft.

**4. Our Liability for Failure to Make Transfers and Disclaimer of Warranty**

We will use our best efforts at all times to cause prompt and efficient service to be provided; however, we make no warranties or representations regarding the Services and shall not incur liability to you or any other person for damages, losses, claims, liabilities or expenses, except those resulting from our own willful misconduct or gross negligence. We are not liable for, and you hereby release and waive any claims against us relating to, any damage, loss or cost you incur resulting from or arising out of the acts or omissions of any third parties, including, but not limited to any Federal Reserve Bank or any other financial institution or entity receiving or transmitting transactions or funds in connection therewith. Should there be a failure in performance or errors or omissions with respect to a transmission, our liability shall be limited to using our best efforts to correct or cause to be corrected such failure in performance or errors or omissions. **In no event shall we be liable to you or to any**

**third party (including your customers, vendors, agents and employees) for any extraordinary, special, consequential or exemplary loss, damage, claim, liability, or expense**, even if we have been advised of the possibility of such loss, damage, claim, liability, or expense.

We specifically will NOT be liable:

- If, through no fault of ours, you do not have enough collected funds in the designated account to make the transfer.
- If the funds in your account are subject to legal process or other encumbrance restricting transfer.
- If circumstances beyond our control (such as fire, natural disaster, or technical malfunction) prevent the transfer, bill payment or other transaction, despite reasonable precautions that we have taken.
- If the hardware and/or software was not working properly, and you knew about the malfunction when you started the transfer.
- For any lost profits or consequential, special, or punitive damages arising out of, resulting from, or in any connection with, the performance or breach of this Agreement.

#### **5. License Grant and Restrictions**

You are hereby granted a personal, limited, non-exclusive, non-transferable license to electronically access and use the Artisans' Bank Online and Mobile Services solely to your benefit. In addition, the Artisans' Bank Online Services include any other programs, tools, Internet-based services, components and any "updates" (for example, maintenance, help content, bug fixes, or maintenance releases, etc.) of the Artisans' Bank Online Services if and when they are made available to you by us or by third-party vendors. Certain Artisans' Bank Online Services may be accompanied by, and will be subject to, additional terms and conditions. You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way the material from the Artisans' Bank Online Services; (iii) permit any third party to benefit from the use or functionality of the Artisans' Bank Online Services, or any other services or features provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) workaround any technical limitations in the Artisans' Bank Online Services, use any tool to enable features or functionalities that are otherwise disabled in the Artisans' Bank Online Services, or decompile, disassemble or otherwise reverse engineer the Artisans' Bank Online Services except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Artisans' Bank Online Services, prevent access to or the use of Artisans' Bank Online Services by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Artisans' Bank Online Services; or (vii) otherwise use the Artisans' Bank Online Services except as expressly allowed hereunder.

### **SECURITY AND CONFIDENTIALITY**

#### **6. Security Access Code**

You will be required to establish passwords or security access codes for use of the Services (collectively the "Access Code") and shall be responsible for maintaining the security for access to your accounts. You acknowledge that any third party who obtains a copy of your Access Code may be able to access your accounts and the Services you may otherwise utilize pursuant to this Agreement, and it is therefore critical for you to keep your Access Code secure and confidential at all times. You agree to take all necessary steps to ensure your Access Code is maintained securely and confidentially and is provided only to those individuals whom you have authorized to have access to your accounts and the Services hereunder. You acknowledge we will have no means of determining whether any individual accessing your accounts and the Services hereunder is doing so without your authority, and we will rely on the fact that access obtained with your Access Code is obtained with your authority unless you otherwise notify us in advance. You acknowledge that you will be liable for any unauthorized use of the Access Code, subject to the limitations of the Electronic Funds Transfer Act.

The Access codes will be required to be changed every 360 days. As an additional security measure, the Access Code will become dormant after 180 days of inactivity. Inactivity is described as not logging on to the Artisans' Bank Online Service. You must log in at least once every 180 days to keep your Access Code active. To resume using Artisans' Bank Online Services once the code is dormant, you will have to re-establish your Access Code by calling Artisans' Bank Customer Service at **1-800-282-8255**. After one year of inactivity, you may need to reestablish online banking access. We encourage you to routinely scan your computer, diskettes, flash drives, and software using a reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired viruses may alter, corrupt, damage, or destroy your programs, files, and even your computer. Some viruses can steal your personal information, including your Access Code, which would allow unauthorized parties access to your password protected systems, including Artisans' Bank Online Services.

#### **7. Biometric Login for Mobile Access Through Android and iOS Devices**

We provide an alternate method of identification using built-in, biometric fingerprint-sensory technology and facial recognition for our customers who have Mobile Devices that enable this technology. Mobile banking apps cannot discern between the biometric login of individuals that are enrolled in the Mobile Device. We are only informed whether or not the biometric login was valid, which means that it was successfully added to the Mobile Device's biometric repository and whether that biometric ID belongs to the owner of a certain username. You are informed of this limitation directly within the Mobile App. The security model is based on the assumption that the Mobile Device's owner trusts all individuals who access their Mobile Device and use a biometric login. If you have multiple unique logins with us, a biometric login can only be used with a single login per Mobile Device. End users who login using a biometric login will have the same level of access to the App as if they had entered a valid username and password. If you give someone biometric access to the Mobile Device, you are authorizing that person to use your Mobile App, and you are responsible for all transactions that person performs while using the App. All transactions that person performs, even those transactions you did not intend or want performed, may be considered authorized transactions.

#### **8. Short Message Service "SMS" Texting – SMS Short Code [28739]**

##### Artisans' Bank Alerts

We may send SMS messages to you based upon the instructions you provide at the time you request the SMS Service. These relationship messages to holders of accounts at Artisans' Bank are for Balance Alerts, Debit/Card Alerts, Sent/Received Payment Alerts, Payee Alerts, and Payment Card Alerts. For instance, you may set an alert for a low balance threshold. Each SMS message is sent to you without being encrypted and will include certain information requested on the applicable account(s). It is your responsibility to determine if your wireless carrier supports text messaging and whether the Mobile Device is capable of receiving text messages. Our SMS messages are subject to the terms and conditions of your agreement with the wireless carrier and use of the SMS Service may result in additional or changed fees. Message frequency varies. Carriers are not liable for delayed or undelivered messages.

You must provide a valid mobile number for this Service so that we may send information about your applicable account. Once you activate the SMS Service through Artisans' Bank Online Services, you are responsible for keeping any personal information in the Mobile Device secure. For your protection, you agree to:

- Login to Artisans' Bank Online Service and cancel the SMS Alert Service if your Mobile Device is lost or stolen and contact us immediately;
- Login to Artisans' Bank Online Service and cancel or edit the SMS Alert Service if there are changes to your wireless carrier or Mobile Device number (cell phone number); and
- Erase "Sent Messages" and "Inbox" that may contain your SMS Short Code or other personal information.

You acknowledge, agree and understand that receipt of SMS messages may be delayed or prevented by factor(s) affecting the wireless carrier and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s).

Nothing about SMS Messaging creates new or different liability for us beyond what is already applicable under this Agreement. We are not liable for any losses, damages or costs that may arise in whole or in part, from: non-delivery, delayed delivery, or the misdirected delivery of any message; inaccurate or incomplete content in any message; or your reliance on or use of the information

provided in any SMS Service message for any purpose.

We provide this Service as a convenience. An SMS message does not constitute an official record for the account to which it pertains. We reserve the right to terminate this function or begin charging a fee for this function at any time without prior notice, except where required by law.

You may cancel the SMS Service at any time. Just text "STOP" to the SMS Short Code, after which we will send you an SMS message to confirm cancellation. After this, you will no longer receive SMS messages from us. To rejoin, just sign up again.

If you are experiencing issues with SMS messaging, reply with the keyword HELP for assistance, or get help directly at [eservices@artisansbank.com](mailto:eservices@artisansbank.com) or 1-800-282-8255.

As always, message and data rates may apply for any messages we send you and to us from you. If you have any questions about your text plan or data plan, it is best to contact the wireless carrier.

If you have any questions regarding privacy, please read our digital privacy policy. <https://www.artisansbank.com/privacy-policy/-/digital-privacy-policy>

## **9. Your Liability**

You are responsible for all transactions initiated by use of your Access Code, whether you have authorized such use for the specific transaction, subject to the limitations of the Electronic Funds Transfer Act. All risk with regard to proper operation of your computer and browser software, the security of your information (other than the information within our computer system), the presence or effect of any software viruses or other defects, and the risk of all misdirected communication shall be borne solely by Customer. We shall have no liability with regard to any of the foregoing, directly or indirectly.

## **10. Customer Information and Account Data**

You are responsible for (i) maintaining the confidentiality and security of your Access Code, passwords, security questions, and answers, account numbers, login information and any other security or access information, you use to access the Artisans' Bank Online Services and your accounts with Artisans' Bank (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Artisans' Bank Online Services (collectively, "Account Data"). Business Customers are responsible for providing access and assigning passwords to other users, if any, under your account for the Artisans' Bank Online Services, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email, and financial, accounting, and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received using the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft, or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Artisans' Bank Online Services if we reasonably believe that any loss, theft, or unauthorized use of the Licensee Access Information has occurred. You must inform us of, and hereby grant us and our third-party vendors' permission to use, Licensee Access Information to enable us to provide the Online Banking Services, including updating and maintaining Account Data, addressing errors or Service interruptions, and to enhance the types of data and Services we may provide to you in the future.

We will disclose information to third parties about your account or online transactions:

- When it is necessary to complete transfers or bill payment, or to investigate or resolve a problem related to a transfer or bill payment,
- To verify the existence and condition of the account for a third party, such as a merchant or credit bureau,
- To comply with a government agency or court orders, or at the request of an Artisans' Bank regulator,
- If you give us permission.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third-party vendors, to conduct certain analytical research and help us to create new offerings and services for you. As we make additional offerings and online banking services available, some of which may rely on banking information maintained in your accounts, you

will have the opportunity to participate in the Services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third-party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

## **TRANSACTIONS AND ACCESS**

### **11. Internal Transfers**

You may use the Artisans' Bank Online Service Internal Transfer function to transfer funds between Eligible Accounts at Artisans' Bank. Customers may also transfer advances from eligible Artisans' Bank lines of credit to an Eligible Account at Artisans' Bank. You may use the internal transfer function to set up recurring transfers from one Eligible Account at Artisans' Bank to another (recurring transfers must be for the same amount). Any transfer of funds from a deposit account is subject to the availability of enough available funds for withdrawal from that deposit account when the transfer is to be made.

**Stopping a Transfer.** You can stop funds transfers using one of the following methods: (i) cancel your funds transfer Instruction using the Artisans' Bank Online Service internal transfer function before the cut-off time (9:00PM ET) and date you have scheduled the next recurring funds transfer; or (ii) telephone us Monday through Friday 8:30 am to 4:30 pm at 1-800-282-8255, or send us a written request at Artisans' Bank, 2961 Centerville Road, Wilmington, DE 19808 in time for us to receive your request at least three (3) of our Business Days before the next recurring funds transfer. If you call, we may require you to confirm your request in writing and transmit it to us within 14 days after the date you called us.

**Transfer Effective Date on non-Business Day.** Please note that if your transfer effective date falls on a non-Business Day, we may adjust the Withdrawal Date to the prior Business Day. Please make sure that your Available Balance is sufficient on the Withdrawal Date to accommodate such transaction(s). You can use the Artisans' Bank Online Service to obtain balance and transaction history on Eligible Accounts. Various types of account balance and transaction history data is provided through Artisans' Bank Online Services. For example, some data provided is real-time, while other data may be periodically updated through the day or is prior day information. Information about a transaction posted to an Eligible Account will be available through the Artisans' Bank Online Service generally up to 90 days of balance summary and account transaction detail will be available for all checking and savings accounts enrolled in Artisans' Bank Online Service for Business.

### **12. Recording and Information Downloading**

You acknowledge that we may record electronic access to accounts by means of the Services and may also record telephone communications with our representatives, and you hereby consent to recording of all such information. You further agree that we may download information into your computer for purposes of efficient operation of our website, and you authorize this activity.

### **13. Transaction Authorization**

You acknowledge that by utilizing the Services available under this Agreement you will be entitled to authorize various transactions electronically that otherwise would require written authorization. You agree that we are authorized to complete each transaction initiated electronically by means of the Internet, including but not limited to transfer of funds, draws under line of credits, issuance of checks or electronic payment.

### **14. No Signature Required**

When using Artisans' Bank Online Service to initiate transactions, you agree that we, without prior notice to you, may debit any payment account(s) to pay checks that you have not signed by hand or by a legally acceptable form of electronic signature (e.g., digital signature).

### **15. Third-Party Services and Websites**

In connection with your use of Artisans' Bank Online Service, you may be made aware of Services, products, offers, and promotions provided by third parties ("Third-Party Services"). If you decide to use Third-Party Services, you are responsible for reviewing and understanding the terms and conditions governing such Third-Party Services. You agree that the third party is responsible for the performance of its Third-Party Services.

The Artisans' Bank Online Services may contain or reference links to websites operated by third parties ("Third-Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under our control. We are not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites and the inclusion of any link in the Artisans' Bank Online Service provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by us of any information contained in a Third-Party Website.

In no event will we be responsible for the information contained in any Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third-Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaims any liability for them.

## **ARTISANS' BANK ONLINE SERVICES**

### **16. Bill Pay**

#### **A. Definitions**

For the purposes of this Section, the following definitions apply:

"Bill Pay Request" means a payment request in a form designated by us, whether on paper or electronically, for us to make a payment on your behalf to a third party.

"Payment Date" means the date on which you have requested that we make a scheduled payment. It is your responsibility to schedule this date sufficiently in advance of the date the payment is due to be received by the payee to assure timely payment.

"Primary Checking Account" means the personal account at Artisans' Bank owned solely by you that is used for the Artisans' Bank Online Services.

#### **B. General**

We offer Bill Pay Services by means of electronic transfers and/or checks. These Services include both single payment and recurring payment types of Bill Pay Services. Single payment Services are one-time transactions in which a single electronic transfer or check is issued upon advance request. Recurring payment services are for transfers or checks arranged in advance to be paid on two or more future dates. You acknowledge that we utilize a third-party provider for Bill Pay Services.

Enrollment in this Service is optional. Please refer to your Artisans' Bank Bill Payment Agreement for specific Terms, Conditions and Processing Requirements. You will need to read and accept the Artisans' Bank Bill Payment Agreement before using this service.

You agree that you will not use Artisans' Bank Online Services and/or Mobile Bill Pay to make payments: (i) to payees located outside the United States; (ii) to taxing authorities or other governmental entities; (iii) required under court order (e.g., child support); or (iv) in connection with any unlawful activity or purpose. If you use Artisans' Bank Online Services and/or Mobile Bill Pay to make governmental or court-ordered payments, we shall not be responsible for any penalties, interest, late fees, or other similar amounts you may be assessed as a result of delays in the delivery, or the non-delivery of the payment, or the delayed or improper crediting of the payment. We reserve the right to refuse to make a payment to a particular payee or categories of payees through the Artisans' Bank Online Service and/or Mobile Bill Pay Service.

#### **C. Your Bill Pay Liability**

You are responsible for prompt and timely payment of your bills. You agree that the methods of forwarding payments by either mail or electronic transfer are reasonable. You acknowledge that we will not be liable for any late payment charges or other charges on your account due to any delayed or lost payments and shall not be liable for any losses due to causes beyond our control. You must not permit any other party to use your account, to have access to your funds, or to make Bill Pay Requests. You are responsible for all Bill Payments authorized or made from your account, including inadvertent, unintentional, or mistaken payments. You are also responsible for any costs to us related to the use of, or access to, your accounts by a third party.

You are responsible for all fees and expenses related to a Bill Pay Request resulting from the fact that you have insufficient funds in your account. We may refuse to make any requested payment in the event there are insufficient funds in the designated account, or we may, in our discretion, attempt to make electronic payments three additional times following the Payment Date. If we have not already done so, we will then cancel the scheduled electronic payment if insufficient funds are available in your account at the time of the third attempt to make the requested payment. We may charge an NSF fee any time a Bill Pay Request is made, and sufficient funds are not available in your account at the time withdrawal of funds for the scheduled payment is to be made.

**D. Modifications and Stop Payment Requests**

You may modify or stop any Bill Pay Request online prior to the date it is sent ("Processing Date"). You acknowledge that on the Processing Date, an electronic Bill Pay Request cannot be modified or in most situations stopped after 3:00 p.m. ET. If the Bill Pay Request has been fulfilled by check, you may request that the bill payment be stopped by contacting Artisans' Bank Customer Service. In the event a stop payment can be placed, our standard Stop Payment Fee will apply.

**E. Your Indemnity**

You hereby agree to indemnify and hold us harmless from any cost, liability or expense, including reasonable attorney's fees, arising out of any claim against us by a third party for any reason arising with respect to our actions related to this Agreement or those of any third party providing the Bill Pay Services, except and only to the extent such claim is the result of our failure to exercise ordinary care or act in good faith.

**17. eStatements**

The eStatement Service provides you with an alternative to receiving statements though the mail. Your consent is required to begin sending statements electronically. You will need to read and accept the eStatement Agreement before using this service. By agreeing to receive statements electronically, we will no longer send the statement or cancelled checks through the U.S. mail.

Your consent will authorize us to provide a periodic statement in electronic form along with any other disclosures that we might send with a statement, such as required disclosures relating to your accounts. When it is applicable, accounts will be combined on a single statement.

The same terms apply with respect to electronically delivered statements as for those delivered in paper form and remain subject to the deposit agreements and disclosures previously received from us in effect. We may change, suspend or eliminate any or all aspects of this delivery Service upon notice to you.

**18. External Transfer**

**A. Bank to Bank External Transfer (for Personal Accounts)**

We offer External Transfer Services, including both one-time transfers and recurring transfers. A one-time external transfer transaction is an electronic transfer request that is a single transaction without instructions to repeat at a future date. Recurring transfers are for transfers arranged in advance to be paid on two or more future dates. The External Transfer Service allows for both inbound and outbound transfers.

Inbound transfers are initiated through this Service and deposited to an account held at Artisans' Bank from an account at another institution. Outbound transfers are initiated through this Service to send funds from an account held at Artisans' Bank to an account at another institution. You must be the owner of the account at Artisans' Bank and the account at the other institution. You hereby acknowledge and accept that we utilize a third-party provider for external transfer services. The Bank-to-Bank Transfer Service cannot be used to send or receive funds to/from business accounts, nor can it be used to transfer funds to/from Third-Parties or to/from an account(s) held or owned solely by a person other than you.

**B. Processing Requirements**

To subscribe to External Transfer, you must have at least one eligible account within Artisans' Bank Online Services. An account that requires two or more signatures to make withdrawals may not be designated for use with this Service.



You must make each External Transfer request for an amount not to exceed \$5,000.00 with a daily limit not to exceed \$5,000.00. To request an increase to this limit please contact your local branch.

You are required to complete the verification process for each account held outside of Artisans' Bank that will be utilized with the External Transfer feature to allow us to transfer funds to or from the account held at Artisans' Bank. You will have thirty (30) days after enrolling an account(s) to complete the verification process.

Bank-To-Bank Transfers can be one-time, scheduled, or recurring. Your pre-approved limits apply to the total of all Bank-To-Bank Transfers of a specific type for all accounts enrolled in the Service on a business day. NOTE: Based upon your need, the status of your initial Bank-To-Bank transfer activity, and your signed and dated written request to the Bank, we may, at our sole discretion, increase your ability to effect Bank-To-Bank Transfers subject to higher dollar limits.

**Initiating Bank-To-Bank Transfers and Cut-Off Time:**

You agree to use the Bank-To-Bank Transfer Service only for bona fide and lawful purposes. Bank-To-Bank Transfers will process to your personal account(s) at Artisans' Bank every 30-minutes. Funds requested to be transferred out of your account(s) with Artisans' Bank will be credited to the other financial institution account(s) according to the other financial institution's transaction processing and availability schedules. The cut-off time for initiating Bank-To-Bank Transfer is 6:30 PM ET on a business day. In case of a future dated or recurring transfer, the time limit may be the business day prior to the scheduled transfer. Business days are defined as Monday to Friday, except Federal Holidays.

**Termination/Suspension/Reinstatement of Bank-To-Bank Service:**

Your Bank-To-Bank Transfer Service with us will remain in effect until it is terminated by you or Artisans' Bank. You may cancel at any time by deleting your enrolled external account(s) in Artisans' Bank Online Service. In addition, you may notify us in writing of your intent to cancel, through our Artisans Bank Online Services Conversation Center, calling your branch, by Fax, or email. Your Service will be cancelled after Artisans' Bank has had a reasonable opportunity to act upon your cancellation request.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity, (b) exceeds the available funds in your account(s); (c) we have reason to believe was not authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, (f) the Bank-To-Bank Transfer is denied by any other party that processes or receives the transfer; (g) for our protection or yours, we have reasonable cause not to honor.

We also reserve the right to refuse to honor an instruction or suspend or terminate your Service, in whole or part, at any time, with or without cause and with or without notice, and immediately may do so including, without limitation, if i) we have reason to believe that your account(s) has been compromised, such as by unauthorized or erroneous use of password; or ii) your account(s) have been mismanaged in anyway, such as attempting to add third-party and or business accounts to the service, iii) we believe the Service is not being used for its intended, bona fide and lawful purposes under the Terms and Conditions of the Bank-To-Bank Transfer Service or our Artisans' Bank Online Service Agreement; iv) you repeatedly overdraw your Artisans' Bank account; v) your personal Artisans' Bank account is closed; vi) Access to your account is restricted for any reason; (vii) following initial enrollment you do not use the Service; after being notified by Artisans' Bank, we will automatically suspend or terminate the Service, without further notice to you. You understand and agree that Reinstatement of the Bank-To-Bank Transfer Service is at the Bank's discretion.

If we at any time incur a problem with your use of the Service, including without limitation, the inability to debit any of your Account(s), enrollment of unauthorized account(s) or to collect with respect to any of your Bank-to-Bank Transfers, we reserve the right to suspend or terminate your right to use Artisans' Bank Online Service immediately, and without prior notice to you. You understand and agree that such action is reasonable for us to protect Artisans' Bank from loss.

**Liability to Consumers:**

If we do not complete a Bank-To-Bank transfer instruction to or from your personal Artisans' Bank account(s) on time or for the correct amount, and/or to or from an external personal account(s)

specified according to our Agreement with you, we will be responsible for returning any improperly transferred funds and/or redirect any misdirected funds into the proper account. However, there are some exceptions.

For example, Artisans' Bank will not be liable:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If there is a Service malfunction before you started the transfer.
3. If circumstances beyond our control (such as fire, flood or communication disruption) prevent the transfer, despite the reasonable precautions we have taken.
4. If the funds are subject to legal processes or other circumstances (i.e., account status, holds) restricting such transfers.

We are not responsible for any internet access, internet service provider, financial software or other product or service failures relating to your computer, Web Service, your telephone, or telephone service. We are not responsible for any damage, defect, malfunction of/to your computer, software, modem, telephone and/or any loss or injury resulting from your use of the Service. You also agree that Artisans' Bank shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of inaccuracy, incompleteness, or misinformation contained in the instruction(s) you provide to us.

**Questions or Errors about your Bank-To-Bank Transfers:**

Bank-To-Bank Transfers are subject to the consumer protections afforded by Regulation E; the Electronic Funds Transfer Act. Please refer to your Electronic Funds Transfer Act: Your Rights and Responsibilities Disclosure for the complete Error Resolution Notice disclosure or ask us for a copy. In case of questions or errors about your Bank-To-Bank Transfers made through Artisans' Bank Online Banking you should contact us as soon as you identify any error or discrepancies in your statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the FIRST paper or Online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

Write to us at: Artisans' Bank, Deposit Operations, 2961 Centerville Road, Wilmington, Delaware 19808; or call us at: 800-282-8255. Our business hours are Monday – Friday (excluding Federal Holidays and Bank Closings) 8:30 A.M. to 4:30 P.M. ET.

**C. External Transfer Options**

For standard External Transfer both Inbound and Outbound, we require a minimum of three (3) Business Days for the transfer to be completed. We reserve the right to refuse to complete transfer requests using External Transfer. We also reserve the right to terminate the use of the External Transfer Service.

Customers who do not log in to Artisans' Bank Online Service within a 180-day period are put in an inactive status. You will need to contact Artisans' Bank Customer Care to reactive the Service.

You must have sufficient funds in the designated account for the requested External Transfer at the time of withdrawal. If sufficient funds are not available to complete the External Transfer, the transfer request will not be fulfilled, and the External Transfer feature may be suspended or terminated.

**D. External Transfers to Another Individual (P2P Payments)**

We offer the ability to electronically transfer money to individuals using the recipient's email address or by text to a mobile phone number. This Service provides one-time transactions in which a single electronic transfer is issued upon advance request.

You acknowledge that we utilize a third-party provider for P2P Payment Service. Any Customer who registers for Bill Pay will have access to the P2P Payment Service.

You must make each request for an amount not to exceed: P2P Email/Text - \$2,500.00 per transaction with a maximum of \$2,500.00 limit per day or Direct Deposit - \$1,000.00 per transaction with a maximum of \$2,000.00 limit per day.

The Recipient must complete the process to obtain the money within ten (10) days or the funds will be returned to you.

You must have sufficient funds in the designated account for the requested P2P Transfer at the time of withdrawal. If sufficient funds are not available to complete the P2P Transfer, the transfer request will not be fulfilled.

#### **E. Your Liability for External Transfers**

You agree that the methods of electronic external transfer are reasonable. You acknowledge that we will not be liable for any late payment charges or other charges to your account due to any delayed or lost transfers, and we shall not be liable for any losses due to causes beyond our control. You must not permit any other party to use your account, to have access to your funds, or to make External Transfers or P2P Payment requests. You are responsible for all transfers initiated through the External Transfer Service and authorized or made from your account, including inadvertent, unintentional, or mistaken transfers. You are also responsible for any costs we incur related to the use of, or access to, your accounts by a third party.

You are responsible for all fees and expenses related to our External Transfer Services resulting from insufficient funds in your account. We may refuse to make any requested transfer in the event there are insufficient funds in the designated account, or we may, in our discretion, attempt to make the transfer three additional times following the Payment Date. If it has not already done so, we will then cancel the transfer if sufficient funds are not available in your account at the time of the third attempt to make the requested payment. We may charge an NSF fee any time an External Transfer request is made, and sufficient funds are not available in your account at the time withdrawal of funds for the transfer is to be made. If we return the requested transfer as insufficient funds, your External Transfer access will be suspended, and no pending or future dated transfers will be processed.

### **19. Mobile Remote Deposit Service**

After you login to Mobile Banking, you may apply for Mobile Remote Deposit\*. You will need to read and accept the agreement for Mobile Remote Deposit before using this Service. Once the agreement is accepted, it will take one full business day before the service is activated. With this Service, you may deposit funds in your linked account by capturing checks through our Artisans' Bank Mobile Banking App and sending images of the front and back of those checks ("Check Images") to us in accordance with this Section (funds deposited in your linked account through the transmission of Check Images are "Electronic Check Deposits"). We may impose limits from time to time on the amount or number of Electronic Check Deposits you are permitted to make. We may suspend, revoke, or terminate your ability to use this Service without prior notice for reasons including, but not limited to, suspected fraud; or checks returned as non-negotiable. You may not initiate Electronic Check Deposits from a location outside the United States. You may not deposit funds through the Service that would cause your linked account balance to exceed the maximum balance allowed on your linked account. In addition, if we have notified you that you are terminated or suspended from using the Service, you may not submit a Check Image for depositing to your linked account.

#### **A. Checks Eligible for Mobile Remote Deposit**

To be eligible to be transmitted to us through the Service, a check must meet all the following requirements:

- The check must be a paper check made payable only to the account holder.
- The paper check must be payable on demand and drawn on or payable in U.S. dollars at a Financial Institution whose corporate headquarters is in the United States;
- The paper check must not be dated more than 6 months or otherwise notated on the check from the date you submit the Check;
- The paper check must be properly endorsed by you in a manner substantially similar to the following: your signature, and the words "For Mobile Deposit Only with Artisans' Bank"
- The paper check must not have been previously deposited with any financial institution, or deposited to the linked account or any other prepaid linked account or used as a source document for any electronic image that has been transmitted to any financial institution; and

- The paper check cannot be future or postdated.

Examples of items that are not eligible for the Service include: third-party checks, incomplete items, non-negotiable items, returned checks, altered checks, foreign checks, savings bonds, stale-dated checks, travelers checks, checks payable in a currency other than U.S. currency, promissory notes, warrants, gift certificates, customer appreciation certificates, counter checks, starter checks, conditional endorsement offers ("by endorsing this check, you agree to purchase a product and/or Service"), fraudulent checks or checks you should have known are fraudulent, checks we believe may not be paid by the paying bank or any other type of item that we determine from time to time to refuse to accept through the Service.

## **B. Requirements**

Each Check Image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Jack Henry & Associates, retain all rights, title, and interests in and to the Services, Software and Development made available to you.

## **C. Receipt of Deposit**

All Check Images processed for deposit through Mobile Remote Deposit will be treated as "deposits" under your current account agreement with us and will be subject to all terms of the account agreement. When we receive a Check Image, we will confirm receipt via notice within the Mobile App. We will not be deemed to have received the image for deposit until we have confirmed receipt to you.

Confirmation does not mean that the Check Image contains no errors. We are not responsible for any Check Image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

- D.** All Electronic Check Deposits are subject to our verification, Reg CC Funds Availability, final inspection and may be rejected by us for any reason.

## **E. Your Representations and Warranties**

Each time you transmit a Check Image to us for Electronic Check Deposit, you are deemed to have made the same representations or warranties to us that would have applied if you had negotiated the original paper check to us, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a substitute check created from the Check Image. In addition, you make the following specific representations and warranties:

- The Check Image is a complete and accurate representation of the front and back of a check that is eligible for Electronic Check Deposit under these Services Agreement.
- The original check used to create the Check Image has not been previously transmitted to us as an Electronic Check Deposit or deposited with any other financial institution or loaded to any other prepaid linked account, duplicated or used to create another image

or electronic fund transfer.

- The Check Image satisfies our image quality standards, as we may establish them from time to time.
- All information you have provided to us is accurate and complete.
- No subsequent transferees of the Check Image or any substitute check (including without limitation, a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or substitute check was presented for payment or returned instead of the original paper check.
- You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, and you have no knowledge of any insolvency proceeding against the drawer.
- You are acting in compliance with this Section and all applicable laws and regulations.

#### **F. Retention of Original Check**

When the Check Image you have submitted to us for electronic deposit has been credited to your linked account, you must mark the original check with the word "VOID" in ink which cannot be erased, and you must retain the physical check securely for a period of thirty (30) days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check within ten (10) days of our request during the thirty (30)-day period, you authorize us to deduct the amount in question from your linked account, regardless of whether such deduction may result in a negative balance on your linked account, and to pay any associated fees. At the expiration of the thirty (30)-day period, you must securely destroy the original paper check by cross-shredding or another commercially reasonable means of destruction.

#### **G. Returned Checks**

You agree that we may debit your linked account for any Check Image that is returned to us unpaid.

#### **H. Your Indemnification**

With respect to the use of Electronic Check Deposits and each Check Image you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with us, you will indemnify and hold us harmless, our licensors and providers of the Service, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) your wrongful acts or omissions, or any person acting on your behalf (including without limitation your authorized processor, if any), in connection with your use of the Service or processing of items under this Section, including without limitation (a) your breach of any provision, representation or warranty of this Section, (b) the negligence or willful misconduct (whether by act or omission) by you or any third party on your behalf, (c) any misuse of the Service by you, or any third party within the control or on your behalf, (d) your failure to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any item processed by us at your instruction; (ii) any act or omission by us that is in accordance with this Section or instructions you; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Check Image to us; (iv) any loss or corruption of data in transit from you to us; (v) any claim by any recipient of a substitute check corresponding to a Check submitted by you under this Section, that such recipient incurred loss due to the receipt of the substitute check instead of the original Check; or (vi) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this Service.

You understand and agree that you are required to indemnify our technology partners, including but not limited to, Jack Henry & Associates, and hold harmless Jack Henry & Associates, its affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related

to FI or End User's use of the Services unless such claim directly results from an action or omission made by Jack Henry & Associates in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

## **DISCLAIMERS AND LIMIT OF LIABILITY**

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY ARTISANS' BANK ONLINE OR MOBILE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY ARTISANS' BANK ONLINE OR MOBILE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY ARTISANS' BANK ONLINE OR MOBILE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY ARTISANS' BANK ONLINE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY ARTISANS' BANK ONLINE OR MOBILE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

## **MISCELLANEOUS**

### **20. Notice**

Any notice to us permitted or required under this Agreement shall be effective upon receipt by us. Notice to you shall be deemed effective upon being mailed, postage pre-paid by first class mail, or upon transmission to your email address last provided to us or when made available on our website. You are advised that email communications are not secure and therefore you should not attempt to convey any confidential information or convey your Access Code via email.

### **21. Understanding**

This Agreement, together with other written agreements between the parties referred to herein, and applicable Artisans' Bank rules and regulations, represent the entire understanding of the parties. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, only such unenforceable provisions shall be stricken, and all remaining portions shall be given full force and effect.

### **22. Fees**

Fees payable by you for access to and use of the Services shall be as specified by our Account Option and Service Fee Schedule – Personal Accounts, our Account Options and Service Fee Schedule – Business and Non-Personal Accounts and our Cash Management Service Fee Schedules. These schedules may be modified from time to time as provided below. Any fees for the Artisans' Bank Online Services are in addition to any fees applicable to the Eligible Accounts under the corresponding account agreements and documentation. You agree that we may deduct all such fees from any of your accounts with us; however, you can request that we first deduct such fees from an account you specify.

### **23. Change in Terms**

We may change any term of this Agreement at any time. If the change would result in increased fees for any Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days (or such longer time as may be required by law) before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or the

electronic fund transfer system. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any part of or the entire Artisans' Bank Online Services indicates acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations.

**24. Access to Services**

You acknowledge that we may deny access to any of the Services at our sole discretion from time to time as a result of credit issues, for security purposes or as otherwise determined by us, and may also implement restrictions on the continued use of such Services.

**25. Termination**

This Agreement will remain in effect until it is terminated by you or us. You may request termination of this Agreement at any time by telephone or in writing, but any pending transactions and/or payments must be finalized before the Agreement will be terminated. You must immediately confirm a telephone cancellation in writing. We may modify or terminate this Agreement in whole or in part at any time without prior notice. Any termination of this Agreement will not affect any other services we provide, nor will it affect any of your obligations under this Agreement.

**26. Arbitration**

For the resolution of all claims hereunder, we each agree to binding arbitration in accordance with the Dispute Resolution by Binding Arbitration provision in Artisans' Bank Terms and Conditions of Your Account.

**27. Attorney's Fees**

In the event of a breach by one party to this Agreement, the non-breaching party shall be entitled to recover all costs, including reasonable attorney's fees, incurred in enforcing our rights hereunder.