

## Today's Bank Online/Mobile Banking Agreement and Initial Disclosures

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Effective November 1, 2019

This Agreement and Initial Disclosures (the "Agreement") governs your use of the Online and Mobile Banking ("Service(s)") that Today's Bank ("Today's Bank", "us" or "we") may provide to you as a Consumer or Business Customer ("you", or "user").

### I. Introduction

#### A. The Service

The Service permits Today's Bank customers (consumers, sole proprietors and other business customers) to perform a number of banking functions through the use of a personal computer ("PC") or, for some functions, a mobile device (e.g., tablet or Smartphone), on accounts linked to the service. We suggest that you print and save a copy of this Agreement.

#### B. Acceptance of Terms

After you have carefully read this Agreement in its entirety you will be asked to accept the terms and conditions of this Agreement.

Subscribing to or use of the Service(s) constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via email, or on our website by providing a link to the revised Agreement or by an online secure message. You may be prompted to accept or reject any material change to this Agreement the next time you use the Service after Today's Bank has made the change. Your acceptance of the revised terms and conditions and/or the continued use of the Service(s) will indicate your consent to be bound by the revised Agreement. Further, Today's Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service(s). Your continued use of the Service(s) will indicate your acceptance of any such changes to the Service(s).

You should print and/or save a copy of this Agreement for your records. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Online Banking Department at (479) 582-0700. You can obtain a paper copy of this Agreement at any time.

**WHEN YOU CLICK ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.**

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.**

### C. Hardware and Software

In order to use the Service(s), you must obtain and maintain, at your expense, compatible hardware and software as specified by Today's Bank. Go to [www.todaysbank.com](http://www.todaysbank.com) for current hardware and software specifications. Today's Bank is not responsible for any third party software you may need to use the Service(s). Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use).

## II. Definitions

The following definitions apply in this Agreement:

**Account to Account (A2A)** refers to a feature that allows ability to transfer funds in real time to another Online Banking end-user at Today's Bank. You can choose to make a single **transfer to another Today's Bank account holder** or link another Today's Bank account holder's account (for deposit purposes only) to your online banking login.

**Account(s)** refers to your eligible checking, savings, money market, CD, IRA, Health Savings Account, loan, or line of credit account you have with Today's Bank. Some of your accounts may not be eligible for certain transactions using the Service.

**Account Agreement(s)** means any account agreement, or other applicable agreement, as amended from time to time, relating to a deposit account, loan, or other relationship you have with us.

**Applicable Law** means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court, or determination, order, finding, advisory opinion, guideline, or requirement of any other governmental authority, which is applicable to and binding upon such person, including without limitation, the laws, regulations and orders administered by The Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).

**Biller** refers to 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.

**Business Day(s)** means Monday through Friday, except Federal holidays.

**Cutoff Time** means the time by which you must transmit transfer, payment or stop payment instructions to have them entered on that particular Business Day. Cutoff Times are subject to change and may vary by transaction type.

**Due Date** is the date shown on a statement from a payee as the date payment is due. It is not the late date or a date during a grace period.

**Deliver by Date** means the Business Day on which you schedule a Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver the payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

**Electronic Bill or e-Bill** means the ability to have a payee send bill information electronically through the bill pay service. The presentment of your Today's Bank electronic bill may vary from Payee to Payee and may take up to 60 days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

**Electronic Funds Transfer** means a transfer of funds initiated through Online/Mobile Banking that instructs us to debit (withdraw funds from) or credit (deposit funds to) an account; examples include ATM withdrawals, preauthorized transactions, point-of-sale transactions, and transfers to and from your accounts using the System including bill payments or other transfer methods.

**External Account** means your personal checking or savings account at another financial institution.

**External Transfer** means a transfer from one of your Linked Accounts to a deposit or loan account with another financial institution.

**Linked Account** means an Account from which funds may be transferred via Online/Mobile Banking.

**NSF** means non-sufficient funds.

**Online/Mobile Banking** means the service offered by Today's Bank which allows you to access Account and transaction information, transfer funds, and pay bills on a personal computer or mobile device through the Internet.

**Payee** refers to any business, merchant, or professional with a valid five digit United States Postal Service ZIP address that generates a bill or invoice for services, or services provided on your behalf, or any individual.

**Payee Account** refers to the account to which the Payee will credit your payment.

**Payee Information** refers to information about a Payee that is used to properly direct payment to the Payee and permit the Payee to identify the correct Payee Account.

**Payment Account** is the checking account from which payments will be debited.

**Scheduled Payment Date** means the Business Day of your choice on which you want the payee to receive your payment; it also is the Business Day your payment account will be debited. If a future Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be deemed to be the previous Business Day.

**Scheduled Transfer Date** means the Business Day of your choice on which you want a transfer to be made and on which a debit is to be made to the Linked Account listed in the transfer instruction as the account from which funds are to be transferred. If a future Scheduled Transfer Date falls on a non-Business Day, the Scheduled Transfer Date will be deemed to be the next Business Day.

**Secure Access Code** means a one-time code used to verify device, login or transaction processing delivered to a land line or mobile phone.

**Service(s)** refers to collectively, any or all of Today's Bank Online or Mobile Banking Services, described in this Agreement, which allows you to electronically access Account and transaction information, transfer funds, originate transactions, and pay bills on a personal computer, mobile or wireless device.

**Service Charge Account** means the Account you have designated to be charged for all applicable fees and charges associated with the Services.

**Software License Agreement(s)** means the software license agreements governing your use of the Personal Financial Management Software.

**System Requirements** means the current hardware and software minimum requirements to access the Service. See the Security Information and System Requirements in the Today's Bank Digital Banking Frequently Asked Questions for details.

**Transfer** means a transfer from one of your Linked Accounts to a deposit or loan account with Today's Bank.

**We, us, or our** refers to Today's Bank and any agent, independent contractor, designee or assignee that Today's Bank may, in its sole discretion, involve in the provision of the Service.

**You or your** refers to the individuals, corporations, partnerships, limited liability companies, and sole proprietorships subscribing to or using the Service.

### **III. Security**

#### **A. User ID and Password**

You will be asked to choose:

- Your personal User ID consisting of 1 - 15 alpha-numeric characters,
- A password consisting of 8 -15 alpha (upper and lower case) and numeric characters which you will use to obtain access to your Account(s) at Today's Bank
  - User ID and Password must not contain any spaces.
  - Your password must be different from your User ID.
  - Your password cannot be the same as your last 10 passwords.

You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene, or threatening when defining your User ID or any other personalization of your Account(s).

You will use one User ID and password for your commercial account access and a different User ID and password for your consumer accounts. You authorize us to follow any instructions entered through the Service using your User ID and Password.

#### **B. Additional Authentication Requirements**

In addition to your User ID and Password, we may require you to receive a Secure Access Code to authenticate your device, your online/Mobile session or a transaction. Secure Access Codes can only be delivered via phone call to a pre-registered phone number, text message, or e-mail address. You may register your devices (PC, phone, tablet, laptop, etc.) however, certain configurations within your device and certain anti-virus programs may delete the registration periodically and you will be required to obtain a new Secure Access Code the next time you login using that device. Commercial customers may be required to have each of their users use an access device for login for additional security measures.

#### **C. Sharing Your User ID and Password**

You agree not to give or make available your User ID and Password to any person. Sharing this information constitutes a misuse and therefore, all transactions or instructions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you

intended those transactions to be made. We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons or if we suspect fraud. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization. Because your User ID and Password can be used to access money in your Account(s) and to access information about these Account(s), you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM Security code and other sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons.

#### **D. Additional Security Measures**

You agree to use reasonable precautions to protect your computer or mobile device from malware and viruses by installing and maintaining anti-malware, anti-virus, and anti-spyware software or service. Additional precautions include but are not limited to the following:

- Keep the software and service updated. Install updates and patches for your computer and mobile device operating system and for your installed applications.
- Never use the “Remember username and password” option
- Do not share your User ID or password with anyone.
- Keep your computer logged off or turned off when you’re away from it or not using it.
- Exercise care in the applications and content that you download or install onto your devices. Malicious applications can be installed on your device without your consent in a variety of methods including:
  - Attachments to an email message or malicious links embedded in the message.
  - Clicking on infected links or downloading documents from a web site.
  - Clicking on search engine results that redirect your web browser to a malicious site.

Commercial customers are responsible for ensuring that each user accessing their business account online, protects his or her User ID, password, and other authentication information when using the online banking service.

#### **E. Confidentiality**

Subject to applicable law, we will disclose information to third parties about you and your Accounts or the transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the Today’s Bank Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

**CONTACT TODAY’S BANK AS INSTRUCTED BELOW IMMEDIATELY IN THE EVENT YOUR USER ID OR PASSWORD IS LOST OR STOLEN OR YOU SUSPECT THERE IS SOME UNAUTHORIZED USE OF YOUR ACCOUNT(S)**

### **IV. Online/Mobile Banking Services Overview**

#### **A. Online/Mobile Banking for Consumers and Businesses**

You may use Online/Mobile Banking to:

- Transfer funds between your Today’s Bank accounts on either a one-time or recurring basis, including as a payment to an eligible loan or line of credit.

- Transfer funds between linked Today's Bank business accounts.
- Transfer funds between linked personal accounts.
- View current balance information for your linked Today's Bank accounts.
- Transfer funds between linked Today's Bank accounts and approved External Accounts.
- Review available transactions for your linked accounts.
- View check/deposit slip images, electronic notices (where available) and monthly checking and savings statements.
- Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or saving statements, stopping payment on checks, changing address and phone number and changing your Password.
- Send us secure online mail messages and questions regarding your Online/Mobile Banking service.

Some of the above services may not be available for certain accounts or customers. Today's Bank reserves the right to expand or restrict the uses of the Service.

## **B. Bill Payment Services**

In addition to the Online/Mobile Banking features listed above, Today's Bank customers with eligible deposit accounts may also use the optional Bill Payment service to:

- Make one-time or recurring payments online from your linked checking account(s), and money market account(s) to companies or individuals (Payees) you select.
- Use the e-Bills feature to receive bills electronically from participating Payees.

## **C. Alerts**

The Alerts service allows you to receive various types of alerts concerning the Accounts you select via email/or text message to your wireless device or where applicable.

## **D. Mobile Banking Service**

The Mobile Banking option of the Service allows you to perform various functions listed above, including viewing Account balances and transaction information, bill payments and transferring funds.

## **V. Bill Payment Service**

### **A. General**

We offer the ability to engage in certain bill payment services through the use of designated third party providers. In order to be eligible for such functionality, you will be obligated to agree to, and be bound by, any terms and conditions of such third party. You may make payments through the Service to any business, merchant, or professional with a valid address. We reserve the right to refuse to allow you to designate any particular Payee or class of Payee. You may also make payments through the Service to individuals, family, or friends for non-business purposes. Payments may be made only to Payees with a 5-digit United States Postal Service ZIP code address, including APO/FPO addresses. You may not make a payment of alimony, child support, taxes, or other governmental fees or court-ordered payments through the Service. Any user of this Service shall comply with all applicable laws and regulations including the laws and regulations administered by the U.S. Treasury Office of Foreign Assets Control (OFAC). We reserve the right to refuse to process any bill payment we reasonably believe violates

applicable law or we believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery, or similar activities.

## **B. Your Payee List**

You must provide sufficient information about each Payee as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct Payee Account to credit with your payment. This information may include, among other criteria, the name, address, and phone number of the Payee and your Payee Account number. You agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments, and you authorize your Payees to release such information to us. You further authorize us to confirm and standardize a payee's address at our discretion and without notice to you. You can enter your Payee Information directly through the Service. Additions, deletions, and modifications to Payee Information are entered directly on through the Service. To begin using the Service you will Today's need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc, except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or the Financial Institution reserve the right to refuse or remove a Payee for any reason.

## **C. E-Bills**

E-bills is a feature of the bill pay service that enables you to receive bills electronically from participating Payees. You must be a user of Online Banking in order to receive e-Bills.

- **Approval of e-Bills**  
Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to 5 Business Days to approve an e-Bill set-up request.
- **Accessing e-Bills from a Third Party**  
In some cases we obtain the e-Bill from the web site of the Payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third party web site to retrieve the account information on your behalf, and you appoint us as your agent for this limited purpose.
- **Timely Delivery of e-Bills**  
We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee.
- **Stop e-Bills**  
All parties have the right to cancel the service at any time. If you request that an e-Bill be discontinued, it may take up to 60 days for the Payee to receive and process the request.
- **Privacy**

When you establish e-Bills with a participating Payee you will provide certain information that will be forwarded onto the Payee to complete your enrollment. If you have concerns about the future use of this information you should contact your Payee directly.

#### **D. Scheduling Bill Payments**

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service provider due to any reason outside the Service provider's or the Financial Institution's control. The Service provider and/or the Financial Institution reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Due Date / Deliver by Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Due Date / Deliver by Date earlier than the earliest possible dates presented. The Service determines this earliest possible Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically 1 or 2 Business Days) or requires Payments be delivered by check (typically 4 or 5 Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 4:00 p.m. Central Time, but the Service provider and/or the Financial Institution may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc, when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Pay Due Date / Deliver By Date in each case, and determine whether to allow an additional 1 or 2 business days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.

Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

#### **E. How Bill Payments are delivered**

We reserve the right to select the method in which to remit funds on your behalf to your Payees. These payment methods may include, but may not be limited to, an electronic funds transfer or a paper draft payment (funds remitted to the Payee are deducted from your Payment Account when the paper draft is presented to your financial institution for payment). For Payees that are unable to receive electronic payments, we may send payments by a paper draft drawn on your Account. You agree that all paper drafts issued on your authorized instructions will be the same as if actually signed by you.



We send all checks through the United States mail. We are not responsible for postal delays or processing delays by the Payees. Occasionally, a Payee chooses not to participate in the Service, or may be unable to process payments in a timely manner. In such cases, we may decline to make future payments to these Payees.

#### **F. Expedited Payments**

The Service will allow you to make Expedited Payments using the funds in your Funding Account for a fee. An Expedited Payment may be delivered to the Payee via electronic fund transfer (ACH Debit) or paper check mailed through an overnight service depending on the Payees capabilities. Scheduled Payments are processed as batch transactions at the end of the Business Day. Expedited Payments, depending on the time the transaction was scheduled, may be processed with the Scheduled Payments, or immediately. Next day delivery of overnight checks may depend on the time of day that the transaction is scheduled, and is not guaranteed. There is a fee for processing Expedited Payment and the fee depends on whether the transaction can be processed as an ACH Debit or as paper check mailed through overnight service. These fees are disclosed in the Expedited Payment Terms and Conditions presented at the time of setting up an Expedited Payment.

#### **G. Processing Your Bill Payments**

Although you may schedule bill payments by using the Service 24-hours a day, 7 days a week, payments will be withdrawn from your Account only on Business Days, subject to system availability. We may refuse to process your payment if sufficient funds, including funds available under any overdraft plan, are not available in your Account(s).

#### **H. Sufficient Funds for Payments**

You agree to transmit a payment instruction only if funds in the Payment Account will be sufficient on the Scheduled Payment Date to make the payment. If the Payment Account does not have sufficient funds (including funds available under any overdraft plan) on the Scheduled Payment Date, we may (but are not required to) debit the Payment Account for the Payment Amount; you will incur NSF fees whether the Payment Amount is or is not debited from the Payment Account. If we do not debit the payment account for the payment amount due to insufficient funds in your payment account, the payment processor may (but is not required to) fund a payment; if the processor does, the processor has certain rights to pursue you for the payment. You agree to verify whether a payment was or was not made and, if necessary, to reschedule the payment.

#### **I. Future and Recurring Bill Payments**

You may schedule a payment for a future Business Day up to one year (365 days) in advance. You may schedule recurring payments for frequencies ranging from weekly to annually. The provisions of this paragraph are subject to change. Refer to Online/Mobile Banking screens for current information.

#### **J. Cutoff Time for Payments**

Payment instructions transmitted via Online/Mobile Banking, and received by Today's Bank by 4:00 p.m. Central Time, Monday through Friday, will be effective on the current Business Day. Payment instructions transmitted via Online/Mobile Banking, and received after 4:00 p.m. Central Time Monday through Friday, or all day Saturday, Sunday, and banking holidays, will be effective the following Business Day. (The day on which a payment instruction is entered differs from the Scheduled Payment Date.) The Service provider and/or Today's Bank may change the Cut-Off Time without prior notice.

#### **K. Delivery**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees 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 "Bill Payment Scheduling" in this Agreement and if you meet each of the following conditions:

1. You must properly schedule the Scheduled Payment Date to be on or before the date the payment is due to the Payee, including any required processing time. This means that you must schedule your payments before 4:00 p.m. Central Time, USA, on a Business Day at least 4 Business Days prior to the date the payment is due to the Payee.
2. You must provide us with the correct Payee name, address, due date, account information, and the correct payment amount.
3. Your Account(s), including any overdraft plan, must contain sufficient funds to complete the payment or transfer on the Scheduled Payment Date.
4. The payment must be made to a business.
5. Your PC hardware, software, telephone line, and Internet Service Provider, if applicable, must be functioning properly.
6. You must provide us with a copy of the statement identifying the late fee.
7. We are not responsible for failure to deliver any payment that we have reserved the right to refuse to process as provided in this Agreement.
8. The Payee has not held or "batched" payments over several days.

#### **L. Stopping or Modifying Bill Payments**

Any Payment can be modified or cancelled, provided you access the Service prior to the Cut-Off Time on the Business Day that the Payment is going to be processed. Once a check payment is in-process, it cannot be cancelled through the Service. Instead, you must contact Customer Service at (479) 582-0700 to request a stop payment. An electronic payment cannot be cancelled or stopped once it is no longer in a scheduled status. A Recurring Payment may be edited or cancelled after processing for the current Payment instance is complete.

#### **M.-Stop Payment**

You may request to stop payment after a payment has been processed by contacting Customer Service, (479) 582-0700. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and the Financial Institution will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

#### **N. Incomplete Payments**

If we remit your payment to a Payee by mailing your Payee a draft check, and the check has not been presented for payment you may contact Customer Service, (479) 582-0700, as directed in the Online/Mobile Services screens for assistance in researching your payment.

#### **O. Use of Third Party**

By using the bill payment services offered by Today's Bank's third party provider, you authorize Today's Bank and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by you. For all purposes hereof, you hereby grant Today's Bank and its service

providers a limited power of attorney, and you hereby appoint Today's Bank and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party sites, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN TODAY'S BANK OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, TODAY'S BANK AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. YOU AGREE THAT THIRD PARTY ACCOUNT PROVIDERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

#### **P. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: APPLICABLE THIRD PARTY PROVIDERS, AND NOT TODAY'S BANK ARE PROVIDING THE BILL PAYMENT SERVICES. YOUR USE OF THE BILL PAYMENT SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THOSE SERVICES IS AT YOUR SOLE RISK. WITH RESPECT TO TODAY'S BANK, THOSE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TODAY'S BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE BILL PAYMENT SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THOSE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TODAY'S BANK MAKES NO WARRANTY THAT (i) THE BILL PAYMENT SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE BILL PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BILL PAYMENT SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE BILL PAYMENT SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BILL PAYMENT SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TODAY'S BANK THROUGH OR FROM THE BILL PAYMENT SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION WILL CONTROL.

#### **Q. LIMITATION OF LIABILITY**

YOU AGREE THAT NEITHER TODAY'S BANK NOR ANY OF THEIR AFFILIATES, WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF TODAY'S BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE BILL PAYMENT SERVICES; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE BILL PAYMENT

SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON THE BILL PAYMENT SERVICES; (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vi) ANY OTHER MATTER RELATING TO THE BILL PAY SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **R. Indemnification**

You agree to protect and fully compensate Today's Bank and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Bill Payment Services, your violation of these terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone. YOU ACKNOWLEDGE THAT TODAY'S BANK HAS AGREED TO FACILITATE THE PROVISION OF THE BILL PAYMENT SERVICES FROM THE THIRD PARTY PROVIDERS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY, INDEMNIFICATION AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## **VI. Transfers Among Your Today's Bank Accounts**

### **A. General**

You may use the Service to transfer funds between any of your eligible Today's Bank Accounts, subject to any limits or restrictions we may impose from time to time.

Online/Mobile Banking transfers cannot be used for Today's Bank Loan Payoffs or to make interest only payments on mortgages.

### **B. Cut-off Time for Transfers (Approximate Time)**

Transfers between Account(s) initiated via the Service and received by Today's Bank by 6:00 p.m. Central Time Monday through Friday will be effective on the current Business Day. Transfers between Account(s) initiated via the Service and received after 6:00 p.m. Central Time Monday through Friday, or all day Saturday, Sunday, and banking holidays will be effective the next Business Day.

### **C. Limitations on Frequency of Transfers**

The number of transfers between your eligible Accounts may be subject to the limitations that apply to the maximum number of automatic or repeating withdrawals from certain types of accounts. Refer to your Account Agreements for details.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than 6 pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period.

Transfers authorized by personal computer through the Service are counted toward the six permitted monthly transfers. However, Federal regulations currently place no limits on the number of transfers from your checking accounts.

#### **D. Limitations on Dollar Amount of Transfers/Bill Payments**

Except as limited by Account type and applicable Account Agreements, each transfer between eligible Accounts may range in amounts up to \$100,000.00. The maximum aggregate amount that can be transferred between eligible Accounts per day is \$200,000.00; per month is \$500,000.00. Each bill payment from an Account may be limited in amounts per item and daily and those limits may change from time to time. Please contact us if you require the current bill payment limits.

#### **E. Future Transfers**

A Scheduled Transfer Date may be set for a future date, up to a year (365 days) from the date the transfer is scheduled. Transfers scheduled for a future date will be effective at 12:00 a.m. Central Time on the requested date of transfer. For example, a transfer scheduled to occur on September 3, will be effective at 12:00 a.m. on September 3.

#### **F. Stopping or Modifying a Scheduled Transfer**

A scheduled transfer may be stopped or modified at any time the day prior to the scheduled transfer date. For example, a transfer scheduled for September 3 may be modified or stopped at any time prior to 11:59 p.m. Central Time on September 2, provided September 2 is a business day. If September 2 is not a business day then the scheduled transfer must be stopped no later than 11:59 p.m. the business day prior to September 3.

#### **G. Sufficient Funds**

You agree that you will have sufficient available funds in the designated deposit account to cover all transfers on the Scheduled Transfer Date. If the deposit account does not have sufficient available funds on the Scheduled Transfer Date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Account Agreement/Terms and Conditions. If we do elect to initiate the transfer, we are not required to notify you and you agree to pay all related fees as disclosed in your Account Agreement/Terms and Conditions.

### **VII. External Transfer Service**

#### **A. General**

Within the Service, you may separately enroll to transfer funds between your Today's Bank checking and savings accounts and your External Accounts at other financial institutions. Business Accounts are eligible for the External Transfer Service; however, all business account external transfer requests will be subject to specific review and approval by Today's Bank. Enrollment of External Accounts is subject to our approval, which may be withheld in our sole discretion. Once an External Account is enrolled, you may request us to transfer funds via Online/Mobile Banking between that External Account and your Today's Bank Accounts ("External Transfers").

In order to transfer funds from an account, you must be the sole owner, or a joint owner, of the Today's Bank Account and the External Account or you have authorized access to the External Account. You will be notified if we are unable to verify your ownership of an Account. We may require additional verification of your ownership of any External Account at any time before or after enrollment, and before or after allowing any transfer activity with respect to that account ("Additional Verification"). By enrolling an External Account, you authorize the account-holding institution to disclose to us any information that we

request about you or the External Account and agree to cooperate in Additional Verification, including promptly providing any identification and/or other account documentation that we may request.

## **B. Cut-off time**

External Account Transfers submitted by 3:00pm Central Time on a bank business day will be effective the next business day and may take up to two days to process.

## **C. Future-Dated and Recurring Transfers**

- i. You may schedule External Transfers to occur on a future Business Day or on a recurring basis up to one year (365 days) in advance. The recurring transfer feature may be used when the same amount is transferred at regular intervals. For example, a \$100 transfer from your Today's Bank Account to an External Account may be set up to occur every two weeks.
- ii. Your future-dated or recurring transfer requests are submitted on the day on which they are scheduled or on the Business Day after they are scheduled if that day is not a Business Day. Funds will then be debited on the Bank's Business Day after the transfer request is submitted, and may take up to two days after the transfer request is submitted for processing. For example, if a recurring transfer request is scheduled to occur on the same day of each month, and that day falls on a Saturday, the transfer request will be submitted on the next Business Day in the month.
- iii. If you schedule a future-dated or recurring transfer to occur on a day of the month that does not exist (e.g., the 31st of the month in a month that does not have 31 days such as February), the transfer request will be submitted on the last Business Day of the month and may take up to two days after the transfer request is submitted to process.

## **D. Transfer Status**

You may check the status of any transfer by going to the Accounts tab and selecting Online Activity from the menu in the Service. Transfers are "Authorized" from the time you request the funds transfer until the transfer is released for processing. A transfer remains "Authorized" until the funds have been transferred, at which time the status will change to "Processed".

## **E. Cancelling a Transfer**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us via the Service; however, you can edit or change a transfer that is still "pending", meaning that it has not been processed.

In order to cancel or change a pending transfer that has not been submitted for processing, use the following procedures:

1. Log in and make edits to pending transfers.
2. Edits must be made before 3:00 PM Central Time for transfers to be processed the same Business Day
3. You can change the transfer amount to \$0.00, or if
4. If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

For assistance, you can send us a secure e-mail through the Service or call our Online Banking Department at (479) 582-0700.

If you need our assistance on making edits to recurring/future dated transfers; you can send us a secure email through the Service; however, we must receive your request 3 Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after the call.

## **F. Transfer Limits**

You may use the Service to check the balance of your Account (s) and to transfer funds among your Accounts at Today's Bank. You must have sufficient funds in your account to cover the amount of any online transfer on the scheduled date set for the transaction, or the transaction may not be processed.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than 6 pre-authorized electronic transfers, A2A transfers, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers authorized by personal computer through the Service are counted toward the six permitted monthly transfers. However, Federal regulations currently place no limits on the number of transfers from your checking accounts.

Except as limited by Account type and applicable Account Agreements, each External Transfer may be limited in amount per transfer and per a daily maximum aggregate amount. These limits may be changed from time to time. A fee may be charged for the External Transfer Online Banking Service. We may change the External Transfer limits and fees at any time. Please see Today's Bank website, Digital Banking frequently asked questions for current limits and fees.

## **G. Cancellation and Suspension**

We may cancel or suspend your use of the External Transfer Service or disqualify any Today's Bank Account or External Account from eligibility to conduct External Transfers without prior notice.

## **VIII. Additional Services**

### **A. Electronic Statements (e-Statements)**

You may elect to stop the mailing of paper statements for eligible Accounts by selecting Preferences>Delivery>Electronic Statement, within Online/Mobile Banking. However, certain types of accounts are required to receive e-statements in order to avoid a monthly service charge. By changing over to paper statements, you may be charged a monthly service fee and your account type may change. You are required to read and accept the terms and conditions again in order to change your statement delivery preferences. To resume the mailing of paper statements for eligible Accounts, you must contact your local branch or call Today's Bank Customer Service at (479) 582-0700. Only Accounts accessible via Today's Bank Online/Mobile may be enrolled for e-statement delivery. For Joint Accounts, only one Account owner need enroll for e-statement delivery.

Your statement will be available within 24 hours after the statement cut-off date. The statement cut-off date for your online statement is the same as your paper statement. You may view, print, and download your current statement and up to 18 months of statement history from your enrollment date.

We may deliver information to you about your eligible Accounts via the Today's Bank Online/Mobile Banking message center, email, US Postal Service, or within the e-statement itself. It is your responsibility to notify us if your contact information changes. To notify us of a change in your contact information, you

may logon to Today's Bank Online/Mobile Banking, select the Services from the menu and select Address Change.

We may continue to mail information to you, including any information that you have authorized us to provide to you electronically. We may discontinue the e-statement service at any time in our discretion and resume mailing paper statements to you. We may also add, modify, or delete any feature of the e-statements service in our discretion. We will provide you with notice of any change or termination in the e-statement service.

All of your payments and transfers made through Online/Mobile Banking will appear on your periodic Account statement. The Payee Name, payment amount, and Withdrawal Date will be reflected for each payment made through Online/Mobile Banking.

## **B. Check and Deposit Images**

You may view digital images of recent cancelled (paid) checks and deposit slips. Online images may be viewed only for such periods of time as we may establish, after which copies are normally available from our archives upon request (we may charge a fee for such copies).

As is common industry practice with various check "truncation" or "safekeeping" services, we destroy the original items but retain the images for at least the number of years required by law. If an image of a check is missing or is illegible, we will attempt to provide you with a legible copy upon your request, if you give us adequate information to identify the specific check. However, we will have no liability to you if we are unable to provide a copy within your requested timeframe, or at all, due to any reason other than our gross negligence, willful misconduct or criminal conduct. We reserve the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond our control.

## **C. Balance Inquiries**

You may use Online/Mobile Banking to check the balance of your Accounts. The balances shown may differ from your records because they may not include deposits that are not available for withdrawal, outstanding checks, or other withdrawals, payments, or charges.

## **D. Mobile Banking Service**

- i. General. The Mobile Banking Service allows you to perform various functions, including viewing Account balances and transaction information, bill payments and transferring funds, and making deposits to your checking, savings, or money market accounts.
- ii. Equipment Requirements. You must have email access for certain services. You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider. Your wireless or Internet service provider may charge additional fees.
- iii. Security. We do not "store" confidential or sensitive information such as User IDs, Passwords or Account numbers on your wireless device in connection with the Services. You should safeguard your wireless device, as well as your User ID and Password, against loss or theft. If your device is lost or stolen, report it immediately to your wireless provider. Except as provided in this Agreement, we have no responsibility or liability if someone else learns your User ID and Password and uses it to access the Services.
- iv. Licensing Terms for Users of Third-Party Software. If you access the Today's Bank Mobile Banking service through software downloaded to or pre-loaded on your wireless device ("Software"), you agree to the following licensing terms ("Terms"):



Today's Bank and the third-party software providers reserve all rights to the copyrighted software not expressly granted herein. You may use the Software solely for accessing the Service subject to the Terms. You may not do any of the following to the Software: (i) modify, revise or create any derivative works; (ii) decompile, reverse engineer or otherwise attempt to derive the source code; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights; or (iv) remove or alter any proprietary notices, legends, symbols or labels, including, but not limited to, any trademark, logo or copyright. Neither the software licensor nor the wireless network provider is responsible for any of the materials, information, and financial products or services made available to you via the Software.

## E. Alerts Service

- i. General. The Alerts service allows you to receive various types of alerts concerning the Accounts that you select, via a phone call, email and/or text message to your wireless device. You are responsible for providing accurate contact information to receive Alerts. For support information, contact Today's Bank Customer Service at (479)582-0700.
- ii. Equipment Requirements. You must have email access and/or mobile text messaging capability. You are solely responsible for your choice of equipment, wireless carriers, internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.
- iii. Security. We do not "store" confidential or sensitive information such as User IDs, Passwords or Account numbers on your wireless device in connection with the Services. You should safeguard your wireless device, as well as your User ID and Password, against loss or theft. You should delete any alerts or other text messages sent or received in connection with any Service. We have no responsibility or liability to you or any other person in connection with any such messages you choose to save on your wireless device. If your device is lost or stolen, report it immediately to your wireless provider.
- iv. Disclaimer. The information in any Alert may be subject to certain lag times or delays in transmission, and we make no representation concerning either the currency or accuracy of any Alert. Frequency of alerts is based on your account settings. Alerts are provided as a convenience only, and should never be considered as an official bank record or as a substitute for the information contained in your periodic statements. We may provide important information to you via other methods, including electronic messaging within the Service.

## F. Electronic Messaging

The Service provides you with the ability to send and receive electronic messages to and from us. Please remember that we will not immediately receive an electronic message sent by you. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it.

**Electronic messaging CANNOT be used to notify us of lost or stolen User IDs or Passwords; nor can electronic messaging be used to notify us of unauthorized transactions. Notification of these occurrences must be done as specified in the Contact in Event of Unauthorized Transfer in this Agreement. From time to time, we may send important notices to you concerning your use of the Service by electronic messaging. The electronic messaging service may not be used to send or receive email messages to or from the general public.**

## **IX. Contact in Event of Unauthorized Transfer**

If you believe your User ID and Password has been lost or stolen or that someone has transferred or may transfer money from your Account(s) without your permission, immediately call:

**(479) 582-0700**

Or write:

**Today's Bank Customer Service  
P.O. Box 1807  
Fayetteville, AR 72702**

## **X. Liability Provisions Applicable to Consumer Accounts Only**

The following provisions apply in the event you believe there has been an unauthorized transfer from your consumer Account. Please refer to the applicable Account Agreement for other important disclosures regarding your rights and responsibilities.

### **A. Your Liability**

Tell us **AT ONCE** if you believe your Access ID or Passcode has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within 2 Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within 2 Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may lose any amount transferred without your authorization after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **B. Bank Liability for Transfers**

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

- i. If, through no fault of ours, your Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- ii. The Service is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- iii. Your Account(s), or Billing Account, is closed;

- iv. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transaction;
- v. The transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- vi. We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- vii. 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 any of your Account(s), or causes funds to be directed to a Payee, which does not comply with your instructions, we shall be responsible for returning the improperly transferred funds to your Account(s), and for directing payment to the proper Payee.

### **C. Error Resolution Notice**

In case of errors or questions about your electronic transfers telephone us at:

**(479) 582-0700**

Or write:

**Today's Bank Error Resolution Department  
P.O. Box 1807  
Fayetteville, AR 72702**

You can also send us an email at [CSR@todaysbank.com](mailto:CSR@todaysbank.com), but this is not a secure email address; so please do not include any confidential or personal information when using this address.

Contact Today's Bank as soon as you can if you think your statement or information regarding a transaction is wrong or you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the Today's Bank statement on which the problem or error appeared. When contacting Today's Bank regarding an error resolution, please be prepared to communicate the following information:

- i. Your name, account number(s), User ID, and/or any other form of identification.
- ii. 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.
- iii. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will tell you the results of our investigation within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your Account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **XI. Liability Provisions Applicable to Business Accounts**

**Except as may be specifically provided in Section X ("Liability Provisions Applicable to Consumer Accounts"), and as provided below, you will use the Services at your sole risk, including the risk of erroneous or fraudulent transactions. Please refer to the applicable Account Agreement/Terms and Conditions for other important disclosures regarding your rights and responsibilities.**

We will be responsible for performing the Services that we agree to provide to you as described in this Agreement, using substantially the same degree of skill and care that we generally apply in performing Services for our other clients. Our liability will be limited to: (i) restoration, as soon as reasonably practicable, of any interrupted Service; (ii) re-performance of the affected Service at our expense, e.g., correcting, reversing or otherwise making accurate any errors in performance; or (iii) failing (i) and (ii) above, compensation to you for any actual monetary damages you incur as a result of our material breach of this Agreement, or our gross negligence, willful misconduct or criminal conduct in performing or failing to perform the affected Service. Except as otherwise expressly provided in this Agreement, our liability will not exceed the lesser of: (1) the actual amount of such damages or (2) the aggregate amount of fees you paid to us for the affected Service during the 12-month period immediately preceding the date on which such damages occurred, or such lesser number of months that you have received the Service.

## **XII. Disclaimer of Warranty; Exclusion of Damages**

We are not responsible for any loss, damage, or injury resulting from an interruption in the availability of the Service, or any computer virus that you may encounter using the Service. We encourage you to routinely scan electronic devices using a reliable virus protection product to detect and remove viruses.

### **A. Disclaimer of Warranty**

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND WE MAKE NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON REGARDING ANY SERVICES, OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

### **B. Exclusion of Damages**

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THIS FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY

COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICE OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE FINANCIAL SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

THE FOREGOING SHALL CONSTITUTE THE FINANCIAL INSTITUTION'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THIS FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS 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 YOUR USE OF THE SERVICE.

### **XIII. Termination**

You may terminate your use of the Service at any time by visiting your local Today's Bank branch office, by calling Today's Bank Customer Service at **(479) 582-0700**, or by writing to us at Today's Bank, ATTN: Online Banking Department, P.O. Box 1807, Fayetteville, AR 72702. You must notify us at least 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 Scheduled Payment Date within this ten-day period, you also must separately cancel those payments pursuant to the Stopping and Modifying Bill Payments Section of this Agreement. If we have not completed processing your termination request and you have not otherwise cancelled a payment, you will be responsible for payments with Scheduled Payment Date during the 10 days following our receipt of your written notice of termination, and all accrued fees and charges. If there is more than one Account owner or if more than one person is authorized to access the Account via the Service, we may terminate the Service upon the request of any Account owner or person authorized to access the Account.

We may terminate your use of the Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments, transfers and other transactions in process, and all accrued fees and charges.

Access to our Service may be cancelled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any online banking activity for a period of 4 consecutive months, accessibility may be terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Online Banking Department.

### **XIV. Fees**

You agree to pay the fees specified in the current Today's Bank Fee Schedules as published and updated from time to time.

We reserve the right to determine whether you are using the Service as a consumer or as a business or both, and to adjust your monthly fees accordingly. Monthly fees may be changed with advance notice. In addition, stop payment fees and other service charges may apply. For example, there may be additional fees charged against your Accounts if a transaction you initiate using the Service causes any of your Accounts to be overdrawn, exceed the maximum permissible number of transactions for the Accounts, or exceed any other qualifiers for the Accounts. Refer to the Account Agreements/Terms and Conditions and associated Fee Schedules, for these fees.

You authorize Today's Bank to deduct all applicable subscription, service, and use fees for the Service from your Service Charge Account. If we are unable to deduct all applicable fees from your Service Charge Account for any reason (such as, the Account has been closed or there are not sufficient funds in the Account), you authorize Today's Bank to deduct all applicable fees for the Service from any of your other Accounts. You may designate a different Account for service charge deductions, by notifying a local branch, calling Today's Bank Customer Service at **(479) 582-0700**, or by using Today's Bank Online Secure Message Service.

## **XV. General**

### **A. Entire Agreement**

This Agreement constitutes the complete and exclusive agreement related to the Service, and supplements the Software License Agreements, the Account Agreements/Terms and Conditions, and any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control as to the subject matter addressed herein.

### **B. Waivers**

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

### **C. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

### **D. Disputes**

In the event of a dispute regarding the Service, you 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 us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees, of this Financial Institution, and/or its Service Providers, say and the terms of this Agreement, the terms of this Agreement will prevail.

### **E. Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection

with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

#### **F. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Financial Institution and/or is Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

#### **G. Governing Law**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with the laws of Arkansas, without regard to that state's conflict of law's provisions.

#### **H. Compliance with Applicable Laws.**

Any user of this Service shall comply with all Applicable Laws. We reserve the right to refuse to process any transaction we reasonably believe violates Applicable Law, or we believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery, or similar activities.

#### **I. Amendments**

We may amend this Agreement from time to time by posting the amended agreement on our website along with a notice that this Agreement has been amended, or by any other reasonable notification method. You may obtain the most recent version of this Agreement by visiting our website or calling Today's Bank Customer Service at (479) 582-0700 to request a copy. Continued use of the Service following notice of amendment constitutes acceptance of any amendments to this Agreement.

#### **J. Severability**

If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

#### **K. Service Hours**

The Service is available 24-hours a day, seven days a week, except during maintenance periods. Please refer to the description of each Service for specific processing schedules and cut-off times.

#### **L. Business Days**

Our Business Days are Monday through Friday. Federal Holidays are not included.

#### **M. Service Notifications**

We may add, modify or discontinue the Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments, or changing the terms and conditions governing the Service. We may send you electronic notifications concerning the Services, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

#### **N. Confidentiality**

Subject to applicable law, we will disclose information to third parties about you and your Accounts or the transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the Today's Bank Consumer Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

#### **O. Access to other Products and Services**

Today's Bank may provide you access to other financial products and/or services offered by Today's Bank, its affiliates, or third parties with whom we have contracted. Access to these products or services may be provided through the use of hyperlinks within the Service. You agree that when you use these other services, you will be subject to any terms and conditions applicable to the particular product or service. In the event of a conflict between this Agreement and any terms and conditions applicable to other services, this Agreement shall control as to the subject matter addressed herein.

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**Today's Bank, Member FDIC and an Equal Housing Lender**