

You agree that any information, disclosures, notices, data or supplemental information to or under this Agreement or by law or regulation or any amendments to this Agreement may be sent to you by electronic communication, including E-mail to you or by posting on JD Bank's website.

You acknowledge that you have read and understand and agree to the terms, conditions, provisions, rules and policies disclosed under this Agreement **prior** to your first attempt to access your online accounts. At the end of this document, you may either "Accept" the agreement and continue with your log on or "Decline" the agreement and return to the online banking page.

You may download and print copies, for personal use only, of any part of the Agreement to keep on file.

## COMBINED BUSINESS AND PERSONAL ONLINE BANKING AGREEMENT

This Online Banking Agreement between you and JD Bank ("Bank," "we," "our," "ours") including, as applicable, the signature card, rate and fee schedule, Truth in Savings disclosures, Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Agreement"), sets forth the terms and conditions governing the provision of Online Banking Services to you or anyone authorized by you (collectively, "Company," "you," "your," "yours") and describes your and our rights, responsibilities and obligations. By clicking the "I agree" button at the end of this Agreement, you are electronically signing this Agreement, which shall be considered the same as your authorized written signature constituting your binding agreement to all of the terms, conditions, and notices contained or referenced in this Agreement.

Bank, in its sole discretion, may not permit Company to use the Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review this Agreement and activate the Service. In any event, Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

## **Article I. Definitions**

The following terms and definitions apply when used in this Agreement.

**1.1** “Access Device” means access equipment, including but not limited to a personal computer or a Mobile Device, that meets the requirements for use of the Service.

**1.2** “Access Device System” means all software, hardware, Access Devices or other equipment necessary to access the Services.

**1.3** “Account” or “Accounts” means one or more checking, savings, money market deposit or loan account that you have with us.

**1.4** “Account Access” means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

**1.5** “Account Agreement” means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

**1.6** “Authentication Method” means the process of confirming the identity of a person that is attempting to access a system or of confirming the authenticity of a message by utilizing: 1. Something the user knows (e.g., password, PIN); 2. Something the user has (e.g., ATM card); or 3. Something the user is (e.g., biometric characteristic, such as a fingerprint).

**1.7** “Authorized User” or “User” refers to a person with authority (with respect to an account) who may legally access an Online Account and use the Services.

**1.8** “Automated Clearing House” and “ACH” mean a facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on Automated Clearing House items or under rules of an Automated Clearing House Association.

**1.9** “Bill Payment” or “Payment” means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.

**1.10** “Bill Payment Account” means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.

**1.11** “Bill Payment Service” means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered on the bill payment site.

**1.12** “Business Day(s)” means 8:00 a.m. to 6:00 p.m. Central Time Monday through Friday, as posted at our various branches. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

**1.13** “Capture Device” has the meaning given in the Requirements section of this Agreement.

**1.14** “Check” means a draft that is payable on demand, drawn on or payable through or at an office of a U.S. Financial Institution, whether negotiable or not, and payable to you, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States currency or drawn on a foreign financial institution. The term Check includes a traveler’s check drawn on or payable through or at a bank, and a money order.

**1.15** “Check Image” means an electronic image of an Original Check (including a Substitute Check) created by you in connection with the Service.

**1.16** “Copy” of an Original Check means any paper reproduction of an Original Check, including:

- A paper printout of an electronic image of the Original Check,
- A photocopy of the Original Check, or
- A Substitute Check.

**1.17** “Deposit Account Agreement” has the meaning provided in Section 11.7.

**1.18** “Designated Account” means your account at the Bank designated by you on our Online Check Deposit form into which the funds relating to your Check Images will be deposited. You may have more than one Designated Account.

**1.19** “Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

**1.20** “Funds transfer” or “Transfer” means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.

**1.21** “Image Exchange Item” means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

**1.22** “Item” means a Check or Check Image.

**1.23** “Magnetic Ink Character Recognition Line” and “MICR Line” means the numbers, which may include the Routing Number, account number, Check number, Check amount, and other information, that are printed near the bottom of a Check in magnetic ink in accordance with American National Standard Specifications for Placement and Location of MICR Printing for an Original Check and American National Standard

Specifications for an Image Replacement Document for a Substitute Check (unless the Federal Reserve Board, by rule or order, determines that different standards apply).

**1.24** “Mobile Device” means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.

**1.25** “Non-cash Item” means an item that would otherwise be a Check, except that: 1. A passbook, certificate or other document is attached; 2. It is accompanied by special instructions, such as a request for special advice of payment or dishonor; 3. it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated Check processing equipment; or 4. It has not been pre-printed or post-encoded in magnetic ink with the Routing Number of the Payor Financial Institution.

**1.26** “Online Banking” or “Service” means the service(s) described in this Agreement.

**1.27** “Original Check” means the first paper Check issued with respect to a particular payment transaction.

**1.28** “Password” means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services. Your password must be at least ten and no more than seventeen characters in length. The password must be a combination of letters and numbers, containing at least one number and at least one alpha character that’s uppercase and one that’s lowercase. Blank spaces are not allowed.

**1.29** “Payee” means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.

**1.30** “Payment Instruction” is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

**1.31** “Payor Financial Institution” means the U.S. Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

**1.32** “PC” means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

**1.33** “Qualifying Account” has the meaning given in the Requirements section of this Agreement.

**1.34** “Routing Number” means the number printed on the face of a Check in fractional form or in nine digit form; or the number in a bank’s endorsement in fractional or nine digit form.

**1.35** “Substitute Check” means a paper reproduction of an Original Check that: 1. contains an image of the front and back of the Original Check; 2. bears a MICR line that contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check’s MICR line before an image of the Original Check was captured; 3. Conforms in paper stock, dimension, and otherwise; and 4. is suitable for automated processing in the same manner as the Original Check.

**1.36** “Scheduled Payment Date” is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**1.37** “Sufficient Copy” means a copy of an Original Check that accurately represents all of the information on the front and back of the original Check as of the time the original Check was truncated or is otherwise sufficient to determine whether or not a claim is valid.

**1.38** “Transfer Day” means Monday - Friday, no later than 6:00 p.m., Central Time (Standard or Daylight). Holidays are not included.

**1.39** “U.S. Financial Institution” means: 1. Any person, located in the United States, engaged in the business of banking; 2. A Federal Reserve Bank; 3. A Federal Home Loan Bank; and 4. To the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

All other capitalized terms used in this Agreement and not defined herein are defined in your Account Agreement.

Other definitions may be set forth elsewhere in this Agreement.

## **Article II. Setup and Use of Online Access Services.**

### **2.1 Eligibility**

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. You must maintain a checking Account in good standing with us to use the Bill Payment Service. If you have more than one Account under common ownership, we will “link” the Accounts together. Accounts which are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. The Service will not automatically link together Accounts with different ownerships or business accounts with personal accounts. Security of your transactions is important to us. During your enrollment for the Online Services, you are required to create a User ID and a Password (the User ID

and Password collectively are referred to as the “Access Codes”) to gain access to Online Banking. Your User ID must be at least six and no more than twelve characters in length. Your User ID can be a combination of letters (upper and/or lower case) or numbers. Special characters/symbols and blank characters are not allowed. You should select your Access Codes carefully and avoid selecting names, dates and information for your Access Codes that may easily be guessed. Your Access Code may be revoked or canceled at any time, without giving you prior notice, if needed for the protection of Online Banking and to assist us in maintaining the security of your Accounts.

“Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

**2.2 Authorization, Request and Verification for Online Link to Business and Personal Accounts.** To the extent Company elects and/or requests the ability to “link” an online Business Account with a Personal Account(s) as defined below, the following provisions apply.

**2.2.1** You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this If this Account is a joint account, you are jointly and severally liable under this Agreement. Pursuant to the terms of your Deposit Account Agreement, you agree that each depositor of a joint Account irrevocably appoints the other depositor(s) as his or her attorney-in-fact and agent and may act alone without the consent of other Joint Account owners to conduct all business with respect to the Account including, but not limited to, (i) contracting for services on the Account (such as, online banking and e-statements, etc.), (ii) issuing stop payment orders, (iii) depositing funds to the Account, (iv) withdrawing funds from the Account, (v) overdrawing the Account, (vi) closing the Account and receiving the balance of funds on deposit, (vii) changing account types, (viii) adding or removing authorized signers, (ix) adding or removing authorized users for Online Banking, (x) giving other(s) the authority to receive Account information and transact business on the Account, pledging to Bank or a creditor all or part of the Account or funds in the Account, (xi) authorizing release of Account information, (xii) giving and receiving notices, instructions and Account information, (xiii) adding owners, unless otherwise provided by law, (xiv) endorsing for any other depositor any Item (as defined in the Deposit Account Agreement) payable to any other depositor (or payable jointly to any other depositor and any other person) and either depositing the Item in the Account or receiving all or any part of the Item in cash, etc., (xv) terminating this Agreement, and (xvi) taking actions or performing under this Agreement. We are not required to obtain the consent of, or notify any other of you. We have no duty to ensure that transactions are for the Account owner’s benefit. However,



each of you will only be permitted to access Accounts for which you are an owner or authorized user.

**2.2.2** Bank may, at its sole discretion, require the written consent of any and all owners on any consumer accounts before allowing you to access or continuing to allow you access to consumer Accounts through the Service. Any non-linked account will not be accessible through the Service.

**2.2.3** Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking Account or Online Banking Services. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorneys' fees) arising from any such claims or actions, including right to privacy claims arising under federal or state law and/or regulation, common law or case law.

### **2.3 Security Procedure.**

The use of the Access Codes, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Codes from time to time for security reasons. You should keep your Access Codes in a secure location. Any person having access to your Access Codes will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. If you forget your Access Code you must contact us to have a new Access Code issued to you. It may take several days before you receive this new Access Code. If you have forgotten your Password, you may request a reset online or contact us to have a new Password reissued. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

**2.3.1** You agree to comply with the "Security Procedures" and any other security procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or

your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

**2.3.2** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device, and in any event no less frequently than every six months. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

**2.3.3** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

**2.3.4** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement



that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

**2.3.5** Additional Security Procedures are provided for your protection and meet or exceed the standards for multifactor authentication. Please refer to our Security Statement which may be obtained through Business Online.

## **2.4 Access.**

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article X. Use of Online Banking after the effective date of such changes will constitute your consent to the changes. In connection with your enrollment in this Service, in our sole discretion, at any later date in connection with your use of Online Banking, you authorize us to obtain your credit report. We may limit your access to Online Banking or the dollar amount of your transfers based on your credit report.

## **2.5 Access Device Equipment.**

You are responsible for obtaining, installing, maintaining and operating all software, hardware, or other equipment necessary (collectively, "Access Device Systems") necessary for you to access and use the Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and Access Devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet service via an Internet service provider of your choice, for any and all fees imposed by such Internet service provider, and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risk, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for data security of the Systems used to access the Service, and for the transmission and receipt of information using such System. You acknowledge that you have requested the Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. The Bank shall have no responsibility for failures, interruption or other defects in the Services, which arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this

Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

### **Article III. Online Access Services.**

#### **3.1 Available Services.**

Company may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Balances are updated as transactions are processed, but there may be some delay and balances may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts over the current and previous cycle account statement periods. (Note: histories of recent transactions generally extend for the current and previous account statement periods.)
5. Download Account information to your personal computer.
6. Depending on the type of loan, transfer money to make loan payments.
7. Depending on the type of loan, transfer money from Line of Credit to transactional accounts.
8. View check images.
9. View Account statements.

#### **3.2 Additional Services.**

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained by contacting Bank. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

#### **3.3 Restrictions; Limits.**

In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. Federal banking regulations limit Money Market Accounts to six electronic transfers and withdrawals per monthly statement cycle. Transfers from loan Accounts are only permitted from an Equity Line of Credit Account.

### **3.4 Equity Line of Credit Agreements.**

Transfers from an Equity Line of Credit Account are treated as a loan from that Account and are subject to the agreement that governs that Account.

### **3.5 Vendor.**

You acknowledge and agree that the Service is provided by an independent third party service provider (“Vendor”) as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

### **3.6 Consumer Disclosure Provisions.**

#### **3.6.1 Unauthorized Transactions.**

To the extent a transaction is an “electronic fund transfer” under Consumer Financial Protection Bureau Regulation E, tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Call us at 337-824-8902. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization.

If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

Refer to your Equity Line of Credit Agreement for any applicable limitations on your liability in connection with unauthorized use of your Equity Line of Credit Accounts.

#### **3.6.2 The Bank’s Failure to Complete Transactions.**

To the extent that a Service transaction is an “electronic fund transfer” under Consumer Financial Protection Bureau Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

1. Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
2. The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
3. Your PC, Internet service provider, telephone line, modem, or other equipment is not operating properly;
4. The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
5. You do not properly follow the instructional materials provided in connection with Online Banking;
6. You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
7. You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC’s hard drive or the host system have been lost;
8. A Payee mishandles or delays the handling of Payments sent by us;
9. Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
10. Your Access Code has been reported lost or stolen;
11. We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
12. You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
13. Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
14. Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
15. Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or,
16. Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

### **3.6.3 Error Resolution.**

In case of errors or questions about your electronic transfers, telephone us at the number provided in Section 11.6 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your PC, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your PC. You must:

1. Tell us your name and the Account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In case of errors or questions concerning your Equity Line of Credit, you do not have to pay any amount in question while we investigate, but you are obligated to pay the parts of your Equity Line of Credit Account bill that are not in question. While we investigate your question, we cannot report the amount in question as delinquent or take any action to collect the amount in question.

### **Article IV. Additional Information about the Services.**

#### **4.1 Account Access.**

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the previous Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

#### **4.2 Processing Fund Transfers.**

Transactions occurring between 12:00 a.m. (midnight) and 6:00 p.m. Central Time on a Business Day will be posted to your Account on the same Business Day. Transactions occurring between 6:00 p.m. and 12:00 a.m. (midnight) Central Time, on a Business Day, will be posted on the next Business Day. Transactions received between 6:00 p.m. Central Time Friday and 12:00 a.m. (midnight) Sunday will be posted on the next Business Day. Contact the Bank for a list of banking holidays. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may either refuse to make the Transfer or Payment or make a Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

#### **4.3 Canceling Transfers or Payments.**

You may cancel a Transfer or Payment transaction that has not yet processed. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

#### **4.4 E-Mails.**

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank



immediately by calling the Customer Service(see Section 11.6). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act. Please see additional information regarding e-mails located in Section 11.1. For your protection, we will not transfer funds between Accounts or perform banking transactions pursuant to e-mail instructions. You may only use Online Banking for these purposes.

#### 4.5 Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same Business Day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.

#### 4.6 Bill Payment Service.

**4.6.1 Payment Scheduling.** You may schedule payments using the calendar feature on Bill Payment application of Online Banking. The time for a Scheduled Payment Date may vary from one (1) Business Day up to eight (8) Business Days depending on the payee and the form of payment Bank is able to use. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

Due to circumstances beyond the control of Bank or its bill pay service provider, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to the account you are paying. Bank will bear no responsibility for any late payment related charges should a payment post after its Due Date.

**4.6.2 Payment Authorization and Remittance.** By providing Bank and its bill pay service provider with names and account information of Payees to whom you wish to direct payments, you authorize Bank and its bill pay service provider to follow the Payment Instructions that it receives through the payment system. In order to process your payments, Bank or its bill pay service provider may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize Bank and its bill pay service provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize Bank and its bill pay service provider to credit

your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

Bank will use commercially reasonable efforts to make all your payments properly. However, Bank and its bill pay service provider shall incur no liability if Bank or its bill pay service provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; You have not provided the Service with the correct Payment Account information, or an accurate Payment Instruction; or any conditions outside of the control of Bank or its bill pay service provider. Provided none of the foregoing exceptions are applicable, if Bank or its bill pay service provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, Bank or its bill pay service provider will return the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

**4.6.3 Payment Methods.** Bank and its bill pay service provider reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

**4.6.4 Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**4.6.5 Stop Payment Requests.** Bank's ability to process a stop payment request will depend on the payment method and whether or not a payment has cleared. Bank may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although Bank will take reasonable steps to accommodate your request, Bank will have no liability for failing to do so. Bank may request that you document a stop payment request in writing. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**4.6.6 Prohibited Payments.** You may not use the Service to make payments to Payees outside of the United States or its territories.

**4.6.7 Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall Bank be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee does not apply to exception payments. Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of Bank.

**4.6.8 Bill Delivery and Presentment.** A payee may offer presentment of electronic bills. However, such an arrangement is your sole responsibility, and if you elect to do so, you also agree to the following:

**4.6.9 Information provided to the Payee.** Bank cannot update or change your personal information with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

**4.6.10 Activation.** Upon activation of the electronic bill feature, Bank or its bill pay service provider may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (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.

**4.6.11 Notification.** Bank and its bill pay service provider will use commercially reasonable efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate and to take action if a Payee does not deliver an electronic statement. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

**4.6.12 Cancellation of electronic bill notification.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. Bank or its bill pay service provider will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Bank

will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**4.6.13 Accuracy and dispute of electronic bill.** Bank is not responsible for the accuracy of your electronic bill(s). Bank's sole responsibility is to present the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. These terms and conditions do not alter your liability or obligations that currently exist between you and your Payees.

#### **4.6.14 Fees and Charges**

You agree to pay to us promptly all fees associated with the Bill Payment Service. Such fees may be changed by us from time to time. We will charge to and debit from your Designated Account all fees when due. If you have more than one Designated Account, we will debit fees from your Primary Account as identified by you in Bill Pay.

- **E-Statements.** By making a request to Bank and using the E-Statements Service, you agree to these terms and conditions concerning E-Statements.
  - **Request for Service.** Bank may request that you submit a form or other acknowledgement that you want to receive E-Statements. You can discontinue receiving E-Statements at any time provided that your request is received by Bank in writing and Bank has a reasonable time to respond to the request.
  - **Designation of Accounts.** You will designate the accounts for which you wish to receive E-Statements in the manner provided by Bank. You may add accounts to, or remove accounts from, the E-Statements Service at any time by notifying Bank in writing and we will comply with the request within a reasonable time.
  - **E-Statements Service.** For each designated account, Bank will provide to you an account statement that lists account deposits, withdrawals, debits, and balances in electronic form, as well as (if included as part of the regular statements) images of checks, deposit slips and similar items ("E-Statements"). Bank will provide the e-statements on a monthly basis for checking accounts and quarterly for savings accounts. Upon initiating the E-Statements service, Bank will discontinue sending you the account statements by regular mail.
  - **Your Email Address.** You are responsible for the use of the Service and your email. If your email address changes, you agree to notify us. Bank is not responsible for E-Statement notices that are not delivered because you have discontinued use of the designated email address, or because of other actions taken by you, your internet service provider, or for any other reason outside of the control of Bank. We may discontinue the E-Statements Service at any time, in which case your bank statements will be sent to the postal mailing address that we have on file for the account. Please note you should not use the "reply" function of your email system

to provide notice to us. Notices to Bank may be sent through the “Contact Us” portion of Online Banking, located at <http://www.jdbank.wpengine.com/contact-us/>.

- **Electronic Legal Notices.** To the extent permitted by law, you agree that Bank may send you legal notices regarding your account agreement for accounts that are subscribed to this Service and for notices that are sent to our customers generally. We may elect to send these notices by postal mail instead of email or may provide them to you via our Online Banking system. Using this Service is an additional convenience for you, and does not modify any existing deposit or other agreement between you and the Bank except as expressly stated in this form. By accepting this agreement you represent that all the account signatories to the account consent to the electronic delivery of statements. The relationship between you and the Bank concerning the Service is governed by the laws of the State of Louisiana.

- **Mobile Remote Deposit Service.**

If you have selected the Mobile Deposit Service and you have been approved by the Bank to use the Mobile Remote Deposit Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Bank’s Mobile Deposit Service (“Mobile Deposit Service”) is governed by the terms of this Agreement. By agreeing to or executing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. We reserve the right, in our sole discretion, to add, modify and/or eliminate Service features. Any change will apply prospectively on the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such change to the Service and/or this Agreement. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

- **The Service.**

The Service is designed to increase convenience for our JD Online Banking depositors. It allows you to deposit checks (“original checks”) from home or other locations to your JD Bank Accounts that you can access through JD Online Banking (the “Accounts”). In order to utilize the Service, an Accountholder or an authorized signer on the Account must first log onto JD Online Banking and download the Mobile Banking Application (the “App”) to your Mobile or Mobile Computing Device. You may then create a digital image by scanning an original check and deliver the digital image and related deposit information (“image”) to us via the Service, using your device.

Your use of the Service constitutes your acceptance of this Agreement. We reserve the right, in our sole discretion, to add, modify and/or eliminate Service features. Any



change will apply prospectively on the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such change to the Service and/or this Agreement.

- **Eligible Items.**

You agree to use the Service exclusively to scan and deposit a “check,” as defined by Regulation CC, which includes “a demand draft drawn on ... an office of a bank “or other financial institution (12 CFR 229.2(k)), that is payable to an Accountholder or an authorized signer on the Account. When you scan an original check and transmit it to us via the Service for subsequent presentment and collection, it will thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

- **Limitations of Service.**

You may occasionally experience technical or other difficulties when using the Service. We will attempt to promptly post an alert on our website. However, we assume no responsibility for any technical or other difficulties or any resulting damages that you may incur as the result of a service interruption. We also reserve the right to, suspend or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

- **Deposit Limits.**

Deposits made through the Service by all Service users may not exceed an aggregate of \$1,000 per calendar day in each Account for all account types, subject to an aggregate limit of \$3,000 per calendar month. We may reject your deposit if you attempt to utilize the Service to initiate a deposit in excess of these limits. If we permit you to utilize the Service to make a deposit in excess of these limits, that deposit will still be subject to the terms of this Agreement, and we will not be obligated to accept future deposits made through the Service that exceed these established limits. We may modify these limits at any time without prior notice to you. You may comply with the deposit limits by using the App to monitor all deposits made to your Accounts through the Service over the prior 30 days.

- **Ineligible Items.**

You agree that you will not use the Service to deposit any of the following types of checks, which are considered to be ineligible item for purposes of the Service:

- A check made payable to any person other than an Accountholder or authorized signer on the Account (i.e., a check made payable to another party and then endorsed to an Accountholder).
- A check that has been altered on the front, or which you know, suspect or should know or suspect, is fraudulent or not otherwise authorized by the owner of the account on which the check is drawn.



- A check that is irregular in any way (i.e., mismatched numeric and written amounts), or is incomplete (i.e., does not contain signatures of the maker, endorsement signatures, etc.).
- A check made payable to multiple joint Accountholders (e.g., payable to the order of John and Mary), unless the check is endorsed by and deposited into an account in the name of all payees on the check. (A check made payable to, and endorsed by, a single joint Accountholder is an eligible item for deposit through the Service.).
- A check previously converted to a substitute check or a non-negotiable item.
- A check drawn on a financial institution located outside the United States (foreign item) or not payable in United States currency.
- A check dated more than 6 months prior to the date of deposit (stale dated check) or a check dated after the date of deposit (postdated check).
- A check with any endorsement other than one authorized in the opening document for that Account.
- A JD Bank check drawn on the same JD Bank account.
- (Business Accounts Only) A check drawn on the Accountholder's personal account at JD Bank.
- A money order.
- A traveler's check.
- An official or cashier's check that is not an "on us" check.
- A HELOC access or credit card advance check.
- A Comdata check.
- A Savings Bond.
- A Starter Kit check or temporary check.
- A US Treasury check.
- A Bank draft.
- A check that was previously submitted through the Service or another remote deposit capture service at another bank.
- A remotely created check.
  - **Endorsements and Procedures.**

You agree to endorse each check deposited into a consumer account transmitted through the Service with the following endorsement:

Back of check:

Your signature

You agree to endorse each check deposited into a non-consumer account transmitted through the Service with the following endorsement:

Back of check:

Business name

You agree to follow any and all other procedures and instructions for use of the Service that we may establish from time to time. You will be liable for any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or the maker on the original check.

Each image must provide us with all of the information that appears on the front and back of the original check at the time it is given 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 of an item transmitted using the Service must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, an item's image quality must comply with the requirements established by the Bank, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

- **Receipt of Items.**

We reserve the right to reject any image transmitted through the Service, at our discretion, without liability to the Bank. We are not responsible for images we do not receive, such as an image that is dropped during transmission. An image will be deemed received when you receive our confirmation of receipt, as reflected by the "Delivered" icon located directly to the left of the "Deposit History" details on the App. Receipt of such confirmation does not mean that the transmission was error-free, complete or that it will be considered a deposit and credited to your Account. We reserve the right to charge back to your Account at any time any image that is subsequently returned to us or that we subsequently determine is not an eligible item. You agree and accept the responsibility for monitoring your Account statement for unaccepted or charged back mobile deposit items. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an image that is returned to us or is otherwise deemed to be an ineligible item.

- **Availability of Funds.**

You agree that items deposited using the Service are not subject to the funds availability requirements of Regulation CC. In general, if we receive and accept an image that you transmit through the Service before 5:00 p.m. Central Time on a business day, we consider that day to be the day of your deposit. If we receive your transmitted image after that time, we will consider that the deposit was made on the next business day. Funds deposited using the Service will generally be made available for withdrawal two (2) business days after the day of deposit. For purposes of funds availability, a business day is Monday through Friday, excluding all federal holidays.

In some cases, we may not make funds deposited using the Service available in accordance with this general availability policy. If this occurs, we will send you a notice informing you when your funds will be available for withdrawal. If you transmit through

the Service an image of an item that we have reason to doubt is collectible, we may delay the availability of those funds for a reasonable period of time until the item is either paid or returned. We will notify you of any such action.

The manner in which any item transmitted as an image through the Service is cleared, presented for payment, and collected shall be in the Bank's sole discretion, subject to the Deposit Account Agreement and Disclosure governing the Account into which the item is deposited. Any credit to your Account for checks deposited using this Service is provisional. If an item transmitted as an image through this Service is dishonored, rejected or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, we will charge back to your Account the amount of the original check. The original check will not be returned to you, but we will provide you with an image or paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or related to processing the returned item. Without our approval, you will not attempt to deposit or otherwise negotiate an original check if it has been charged back to you or denied through the Service.

We may debit any of your Accounts (excluding Tax-favored Accounts) to obtain payment for any item transmitted as an image through the Service that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

- **Disposal of Original Check.**

After you receive confirmation that we have received and accepted an item that you transmitted as an image through the Service, as reflected by the "Delivered" icon located directly to the left of the "Deposit History" details on the App, you must securely store the original check for 5 business days after transmitting the image to us. During that time, you must make the original check accessible to us at our request. If we request and you fail to provide the original check promptly during this 5-day period, we will deduct the amount of the requested original check from your Account. You agree that, while you retain the original check, you will safeguard it and that, promptly after the 5-day period expires, you will destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present an original check that has been transmitted as an image through the Service. You understand that you are responsible if anyone is asked to make a payment based on an original check that you imaged and transmitted as an image through the Service that has already been paid.

You agree to notify us of any suspected error regarding an item deposited as an image and transmitted through the Service but and in no event later than 60 days after the Account statement that reflects the suspicious transaction is sent to you. Unless you notify us of an error within 60 days after receiving the statement on which it appears, all deposits made through the Service that are reflected on the statement will be deemed correct, and you will be prohibited from bringing a claim against the Bank for any alleged error appearing on that statement.

- **Errors in Transmission.**

By using the Service, you accept the risk that an item that you transmit as an image through the Service may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected images or information disclosed through such errors.

- **Your Warranties and Indemnification.**

You warrant to us that, with respect to each original check that you transmit to us as an image through the Service:

- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not transmit duplicate items and there are no duplicate images of the check.
- You will not transmit through the Service an image of any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to us through the Service is a true and correct image of the original check and was authorized by the drawer in the amount stated on the original check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects, including its amount to the original check.
- You will not re-deposit or re-present the original check.
- You are authorized to enforce and obtain payment of the original check, you have possession of the original check, and no party will submit the original check for payment.
- You will not deposit or otherwise endorse the original check to a third party and no person will receive a transfer, presentment, or return of, or otherwise be charged for the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that was transmitted to us as an image through the Service and has already been paid.
- All information that you provide to us is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations applicable to using this Service.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us through the service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems. You agree to indemnify and hold harmless the Bank from any loss resulting from your breach of these warranties.

Your use of these Services is subject to the following limitations:

- Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

- Foreign Transactions.

No Payments may be made to Payees outside the United States.

- Additional Limitations.

Additional limitations may be contained in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

- **Parties' Responsibilities.**

- Your Responsibility.

- Physical and Electronic Security.

- You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of

data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

- You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You agree to educate your representative(s), agents, and/or employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
- In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank’s agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.



- Reporting Unauthorized Transactions.

You should notify us immediately if you believe your User Name or Password have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at 337-824-8902 between 8:00 a.m. and 5:00 p.m., Central Time, during a Business Day.

- Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time. If your service and accounts are established primarily for personal, family, or household purposes, the time period for reporting is not to exceed thirty (30) days from the date that the error is made.

- Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

- Payment for Services.

- You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof.
- The Bank may change or add any fees for Online Banking by the procedures outlined in Article X for amending this Agreement. Fees

charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your accounts with us.

- You authorize the Bank to deduct all applicable Monthly Fees from any Account linked to the Service. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Bank may setoff against any amount it owes to you in order to obtain payment of your obligations under this Agreement.
  - In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.
- Use of Services.

You will use the Services only for your own personal use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

- Prohibited Transactions.

You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) unless you have filed the necessary paperwork under applicable federal and state laws, to engage in any activity or business that would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement. Federal laws prohibit US citizens and businesses from sending money, making payment, or conducting business with certain countries and entities believed to be terrorists, criminals, or enemies of the United States. This law is enforced by the Office of Foreign Asset Control. The payees on all payments made through the Business Online Banking bill pay service are checked against government lists. Payments made to any payee found to match an entity or person on a government list will not be completed. You will be notified when this occurs. The bank is not liable for any damages or liability the maker may incur due to cancellation of the payment in accordance with federal law.

- System Requirements.

To access Online Banking you must have a browser that supports 128 bit encryption. There are upgrades for Apple Safari 7.0, Apple Safari 8.0, Google Chrome, Microsoft Edge, Microsoft Internet Explorer 11.0 or Mozilla Firefox, which provide this encryption.

If you wish to use a different browser, you will need to contact the provider of the browser you wish to use to get the proper 128-bit encryption.

- The Bank's Responsibilities.

Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

- Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.

- Any Transaction or instruction.

We will not honor a request for a Transfer if:

(a) it exceeds your collected and available funds on deposit with the Bank; (b) it is not in accordance with any condition indicated by you and agreed to by the Bank; (c) the Bank has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (g) it is for the protection of the Bank or you, the Bank has reasonable cause not to honor.

- **Privacy and Confidentiality.**

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) where it is necessary for activating additional services; (f) to a consumer reporting agency for research purposes only; (g) if you give us your written permission; or (h) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

- - Termination Upon Written Notice.

Either you or the Bank may terminate this Agreement and your Online Banking subscription at any time upon giving at least thirty (30) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

- Immediate Termination.

Notwithstanding Section 9.1, Bank may immediately terminate this Agreement without notice if, (a) you or we close your Account(s), or (b) in Bank's sole discretion, Bank determines that you have abused the Online Banking Service or Bank believes that it will suffer a loss or other damage if the Agreement is not terminated.

- Termination for Failure to Return Signed Agreement.

Notwithstanding Section 9.1, Bank will terminate this Agreement without notice if Bank is not satisfied, in its sole discretion, with proof of execution of this Agreement .

- Rights Cumulative.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

- Rights/Duties Upon Termination.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

- **Changes in Terms and other Amendments.**

Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, at least 21 days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

1. Increased fees for you;
2. Increased liability for you;
3. Fewer types of available electronic fund transfers; or
4. Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the

next regularly scheduled periodic statement or within 30 days of making the change permanent. Such notices will also be published on the Bank's web site.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of Online Banking is your agreement to any amendments of the Agreement, including the Instructions as may be amended from time to time.

- **Other Provisions.**
  - Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Bank's Electronic Statement Delivery Authorization and Agreement.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. Likewise, for your security, we do not accept instructions for the operation of your Accounts by e-mail. We also do not communicate with you through e-mail except as provided in this Section 11.1 and in Section 4.4. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 11.6.

- Hours of Operation.

Our representatives are available to assist you from the hours of 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday, except holidays by calling the number provided in Section 11.6.

- Ownership of Website.

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sublicense, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.



- Web-linking Practices.

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does it control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk. The Bank will not be liable for any errors, omissions, loss of data, materials or functions by third party sites linked to or from our Site and operated by other entities.

It is the policy of JD Bank to fully comply with and promote the spirit of the Real Estate Settlement Procedure Act (RESPA). The Bank does not provide links to or from our Site to any entity that would in turn provide the bank with compensation when soliciting real estate mortgage lending. It is our policy to fully comply with prohibition on referral fees, kickbacks, and fee splitting.

- Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

- Contact Information.

In case of questions about your electronic transactions contact Customer Service by one of the following methods:

- By sending an e-mail through the "Contact Us" portion of Online Banking at <http://www.jdbank.wpengine.com/contact-us/>;
- By calling us at 337-824-8902; or
- By writing a letter and either giving it to a Customer Service Representative at any of the Bank's locations or by sending it to the following address: JD Bank, ATTN: EBanking, 1611 Elton Road, Jennings, LA 70546; or
- For Equity Line of Credit Account you should write or telephone us at the address indicated in your Equity Line of Credit Account Agreement or periodic statement. If you telephone us instead of writing regarding Equity Line of Credit transactions, you may lose certain rights the law gives you to dispute billing errors.

You may communicate with the Bank through our Site, subject to the following conditions:

- You may not upload any information or material that violates any copyright, trademark, or other proprietary rights of any person or entity.
  - You must not include any obscene, libelous, or defamatory content in your communications.
  - You must indemnify and hold the Bank harmless from any and all damages, losses, and liabilities arising from your communications with us through our Site.
- 
- Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement (“Deposit Account Agreement”) governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Bank. If you have not signed the foregoing forms required by Bank, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Bank.

- Effective Dates.

The effective date of this Agreement shall be the date upon which the Agreement is executed by you and accepted by Bank.

- Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank’s network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank’s ability to connect to the Internet on your behalf.

- Limitation of Liability.

YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE

OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

- Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

- Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

- Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

- **ARBITRATION AND WAIVER OF JURY TRIAL.**

**YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES “COMMERCE” UNDER THE FEDERAL ARBITRATION ACT (“FAA”). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK’S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY “CLAIM”), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT.**

- Governing Law.

These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions and without regard to your state of residence.

- Enforcement.

In the event a dispute arises either directly or indirectly under this Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the State of Louisiana. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

- Miscellaneous Provisions.

- Headings. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
- Severability. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
- Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.
- Authority and Joint Accounts. You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement. If this account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking account. Each of you agrees to indemnify us and hold us harmless from



any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

## **JD Bank**

### **Account to Account Transfer Terms of Service**

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and JD Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

### **3. Definitions.**

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

### **5. Authorization and Processing.**

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 10 (Refused Transfers) below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

**7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**10. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**11. Returned Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: 1611 Elton Rd, Jennings LA 70546. We may also be reached at 800-789-5159 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as

text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

**14. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**15. Receipts and Transaction History.** You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar,

obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service 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 two (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 financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (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 in our sole discretion extend the period.

**21. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to



request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **26. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.

- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search

result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

**31. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

**32. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

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

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

**38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**39. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND,

EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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

enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

## **WWW.JDBECOM.COM is a Comodo Secure Site**

Security remains the primary concern of on-line consumers. The Comodo Secure Site Program allows you to learn more about web sites you visit before you submit any confidential information. To verify JDBECOM.com, please visit <https://jdbecom.com>.



If the information is correct, you may submit sensitive data (e.g., credit card numbers) to this site with the assurance that:

- This site has a Comodo Secure Server ID.
- Comodo has verified the organizational name and that JD BANK AND TRUST COMPANY has the proof of right to use it.
- This site legitimately runs under the auspices of JD BANK AND TRUST COMPANY.
- All information sent to this site, if in an SSL session, is encrypted, protecting against disclosure to third parties.

To ensure that this is a legitimate Comodo Secure Site, make sure that:

1. The original URL of the site you are visiting comes from WWW.JDBANK.COM.
2. The status of the Server ID is Valid.

## **Product and Service Disclosure**

We reserve the right to change the fees or other terms described in the Agreement at any time. This does not include any changes to your “Account Terms and Conditions” you received when opening your account. Changes in Account Terms will always be mailed to you at least 30 days in advance of the change. Any charges, fees or other terms changed that affect this Site will be posted at this Site.



NOTICE: All transactions conducted over Online Banking are considered by the federal government as electronic “telephonic” transfers and considered “third party transfers” and are limited in number per statement cycle (month) for certain accounts under the Federal Reserve Act (Reg. D). Refer to the disclosure that details the transactions allowed under Reg D that you were provided upon opening a savings, money market or tiered interest account.