



**uOpen Business Disclosures**

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## PRODUCTS DISCLOSURES: CHECKING, MMA & SAVINGS

The Devon Bank Product disclosure provides information relating to the Bank's product offerings. If you have any questions regarding any of these products, please contact Devon Bank at (773) 465 - 2500. (The RATES stated in this disclosure are subject to change without notice).

Interest Rates and Annual Percentage Yields are current as of 03-01-2021.

### DEVON BUSINESS BASIC CHECKING

**Limitations:** You must deposit \$100.00 to open this account. Notice of Availability of Credit ACH Entries - ACH transactions to business checking or savings accounts are considered provisional credits until Devon Bank receives final settlement through the Federal Reserve Bank of Chicago. The first 50 monthly transactions are free. \$0.97 for each transaction after 50. Transactions are defined as ACH Credits, Checks Paid, Deposit Entries, and Deposited Items.

**Account Fees:** There is a \$2,500.00 minimum balance requirement to avoid the monthly maintenance fee of \$10.00. Devon Connect fee of \$10.00 is waived if the minimum balance required is met. A \$2.00 paper statement fee applies. Avoid the paper statement fee by signing up for eStatements.

### DEVON BUSINESS PLUS CHECKING

**Limitations:** You must deposit \$100.00 to open this account. Notice of Availability of Credit ACH Entries-ACH transactions to business checking or savings accounts are considered provisional credits until Devon Bank receives final settlement through the Federal Reserve Bank of Chicago. The first 200 monthly transactions are free. \$0.97 for each transaction after 200. Transactions are defined as ACH Credits, Checks Paid, Deposit Entries, and Deposited Items.

**Account Fees:** There is a \$10,000.00 minimum balance requirement to avoid the monthly maintenance fee of \$15.00. Devon Connect fee of \$10.00 is waived if the minimum balance required is met. A \$2.00 paper statement fee applies. Avoid the paper statement fee by signing up for eStatements. Refer to the Devon Bank Service Charge Fee Schedule for additional service charges and/or fees that may be charged to your account when applicable.

### DEVON BUSINESS PLATINUM CHECKING

**Limitations:** You must deposit \$100.00 to open this account. Notice of Availability of Credit ACH Entries-ACH transactions to business checking or savings accounts are considered provisional credits until Devon Bank receives final settlement through the Federal Reserve Bank of Chicago.

**Account Fees:** The balance required to avoid service charges varies depending on account activity according to our commercial checking analysis. ACH Credits \$0.25 each, Checks Paid \$0.25 each, Deposited Entries \$1.00 each, Deposited items \$0.25 each, Incoming wire transfer \$15.00 each, Outgoing Domestic Wire Transfer \$25.00 each, Outgoing International Wire Transfer \$50.00 each. Monthly maintenance fee is \$15.00. To calculate the Earnings Credit available to offset the cost of the service charges, we use the following formula: Average Collected Balance - Federal Reserve Requirements x Earnings Credit Rate /365 x number of days in statement cycle. This total is subtracted from service fees for the month. Devon Connect fee of \$10.00 per month. A \$2.00 paper statement fee applies. Avoid the paper statement fee by signing up for eStatements. The earnings credit rate is variable and is applied when your balances reach a minimum bank-established balance level. The earnings credit allowance applies only to the current statement cycle. Refer to the Devon Bank Service Charge Fee Schedule for additional service charges and/or fees that may be changed to your account when applicable.

### PASSPORT SAVINGS - NON PERSONAL

**Rate Information:** This Account is an interest bearing account. If the daily balance is more than \$99.99, but less than \$5,000.00, the interest rate paid on the entire balance in the account will be 0.05% with an annual percentage yield of 0.05%. If the daily balance is more than \$4,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in the account will be 0.10% with an annual percentage yield of 0.10%. If the daily balance is more than \$24,999.99 the interest rate paid on the entire balance in the account will be 0.15% with an annual percentage yield of 0.15%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. If the account is closed before interest is credited, you will not receive the accrued interest. If this account is used as an IOLTA Trust Account, then Interest (less applicable fees and service charges) will be sent to the Lawyer's Trust Fund.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$100.00 to open this account. You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** Excessive transfers or withdrawals will be charged \$5.00 each.

### TIERED BUSINESS MMA 2018

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$25,000.00, the interest rate paid on the entire balance in the account will be 0.10% with an annual percentage yield of 0.10%. If the daily balance is more than \$24,999.99 the interest rate paid on the entire balance in the account will be 0.15% with an annual percentage yield of 0.15%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest. If this account is used as an IOLTA Trust Account, then Interest (less applicable fees and service charges) will be sent to the Lawyer's Trust Fund.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$2,500.00 to open this account. You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** Your account will be assessed a \$15.00 monthly fee if the daily balance should ever fall below \$2,500.00 at any time during the statement cycle. If the daily balance should fall below \$1,500.00 the service charge will be \$20.00. Excessive transfers or withdrawals will be charged \$20.00 each.

### **OTHER ACCOUNT FEES**

**Miscellaneous Fees:** Refer to the Devon Bank Service Charge & Fee Schedule for additional service charges and/or fees that may be charged to your account when applicable.

## SERVICE CHARGE & FEE SCHEDULE

The Devon Bank Service Charge and Fee Schedule discloses the various charges and fees that will be charged against your Devon Bank account when applicable. If you have any questions regarding any of these charges or fees, please contact your Personal Banker.

### MISCELLANEOUS FEES AND CHARGES

#### Teller Services (available for customers only)

Counter Check Charge: \$2.00  
Cashier's Check: \$5.00  
Money Order: \$3.00  
Currency Purchase: \$.10 per strap  
Rolled Coin Purchased: \$.20 per roll

#### Teller Services Other

Cash Advance Charge: \$50 for amount up to \$500.00 or 10% of the cash advance amount for any amount above \$500.00

#### Debit/ATM Card Fees

Replacement Card: \$10.00  
Expedited/International Delivery Fee: \$75.00

#### Special Services

Check Cashing (non-customers): \$10 (payroll checks exempt)  
Hold Mail Service: \$10.00 per cycle  
Tax Levies/Liens/Garnishments/Citations: \$100.00 plus attorney fees  
Reconciling Accounts: \$50.00 per hour with a \$10 minimum  
Close and Reopen New Demand or Savings Account: \$50.00  
Close Account Within 6 Months of Opening: \$50.00  
Balance Verification Letter: \$15.00  
Overdraft Protection: \$5.00 per transfer  
Special Handling Services (Wire Transfer Notifications, Faxed Statements, etc.): \$5.00 per case

#### Operations Services

Account to Account Funds Transfer (assisted): \$5.00 each  
Account Balance Inquiry (assisted): \$1.00  
Deposit Adjustment (over \$10): \$3.00  
Research/Document Lookup: \$30.00 per hour and \$2.00 per copy with a \$15.00 minimum  
Official Check Watch: \$25.00 per item  
Account Statement Copy: \$5.00 each  
Audit Verification: \$10.00  
Stop Payment Order: \$35.00 per item  
Inactive/Dormant Demand and Savings Account Fees (no activity after 24 months): \$10.00 per month  
Account Charge Off/Collection Fee: 66.7% of the amount of charge off (negative balance at time of charge off)

#### Overdraft Services – Business Accounts

Paid NSF Fee: \$35.00 per presentment

#### Overdraft Services - Personal Accounts

Overdraft (Paid NSF Fee/OD Limit Fee): \$30.00 per presentment  
An NSF Fee/OD Limit Fee will not be assessed if the account is overdrawn by a balance of \$20.00 or less.  
Maximum per day fees and charges will not exceed \$180.00  
NSF/OD Limit items may be created by check, bank fees, or other electronic means.

#### Wire Transfer

International Documents: \$100.00  
Domestic (Outgoing): \$30.00 (\$50.00 after 3 pm)  
International (Outgoing): \$50.00  
Commercial (Incoming): \$20.00  
Personal (Incoming): \$10.00  
Per Tracer / Service Message Request: \$15.00

#### International Services

Foreign Check Collection: \$20.00 - additional fees may apply based on Foreign Institutions collection charges  
Foreign Cash Letter Processing: \$10.00  
Purchase Foreign Currency: \$15.00 plus shipping  
Foreign Currency Purchase Cancellation Fee (Additional Cancellation Shipping & Handling Fee): \$13.00

#### Treasury Management Services Fees

Devon Connect: \$10.00 per month  
Paper Account Statements: \$2.00 per month  
ACH Origination Services: \$25.00 per month  
ACH per Debit/Credit Originated: \$.45 each  
Remote Deposit Capture: \$100.00 per month  
Positive Pay/ACH Positive Pay Return Items: \$30.00 per item  
Positive Pay Exception: \$5.00 per item  
ZBA/Sweep: \$30.00 per month  
Online Wire Maintenance Fee: \$200.00 per year (assessed if less than two (2) wires processed per calendar year via Devon Connect)

# DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

**INTRODUCTION.** In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "you" and "your." The Financial Institution is referred to as "we," "our," and "us." This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the "Schedule"), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

**DATE ACCOUNT OPENED.** If you open an account with us after 6:00 PM on a business day that we are open, we will consider that the transaction was made at the opening of the next business day for account opening, effective date and issue date purposes.

**DEPOSIT ACCOUNTS.** From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

**INTEREST.** If your Account earns interest, the following information applies: **(A) Payment of Interest.** We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding ("Interest Rate"). The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. **(B) Minimum Balance Requirements.** The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. **(C) Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). **(D) Interest Compounding and Crediting.** The Schedule will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account. **(E) Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest. **(F) Changes.** We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

**FEES AND CHARGES.** Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

**BALANCE METHODS.** As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

**DEPOSIT RULES.** The following terms apply to deposits made to your Account: **(A) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. We may permit you to deposit an electronic image or other electronic information related to a paper check through a service we provide that allows you to use a device, such as a mobile phone, to create and send to us such electronic image or information electronically. Before capturing an electronic image or electronic information of a paper check, you must endorse the check payable to the order of us "for mobile deposit only", followed by your signature and Account number, or any alternative restrictive endorsement we may allow and communicate to you. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of

final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. **(C) Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph above. **(D) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds. **(E) Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic image or electronic information related to a paper check for deposit into your Account, you agree to reimburse us for losses, costs, and expenses we may pay or incur associated with the electronic image or information not meeting applicable standards

for such images and/or from duplicate payment associated with the check. **(F) Deposit Discrepancies.** When you make a deposit to your account, we will credit your account for the amount stated on your deposit slip and we may provide you with a deposit receipt. We reserve the right to review the deposit and confirm the amount of funds you deposited but are not required to do so. If after any review we determine that the amount credited to your account is incorrect, we may adjust your account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you. This may be the case, for example, if the amount credited to your account was more than the amount actually deposited by you. Notwithstanding the foregoing, we are not required to adjust your account unless within one year of the date of your account statement that shows the deposit either you notify us of the discrepancy or we discover it on our own. If you do not notify us of the error or we do not discover it on our own during this notice period, the amount credited to the account will be considered final.

**WITHDRAWAL RULES.** The following terms apply to withdrawals from your Account: **(A) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. **(B) Available Balance.** As used in this Agreement, "Available Balance" means the amount of funds available for withdrawal or use at any given time. When we determine the Available Balance that can be used to pay items and other transactions presented against your Account for withdrawal, we subtract pending transactions that have been authorized but have not been presented to us for payment or collection, such as debit card transactions, Automated Teller Machine (ATM) card transactions, and online transfers from the Account, and we add pending transactions that have been authorized but have not been presented to us for deposit, such as online transfers and certain other deposits. If the pending transaction is not presented to us for payment, collection, or deposit within our established time period after being authorized (typically, three (3) business days), we will release it. **(C) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you don't have a sufficient Available Balance in the Account to cover the full amount of the withdrawal. **If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the checks for which there is a sufficient Available Balance from the smallest dollar check to the largest.** We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items from the smallest dollar item to the largest. If the Available Balance in your Account is insufficient to cover a withdrawal or debit presented against your Account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the Available Balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your Available Balance more than one (1) time during this period. **(D) Standard Overdraft Policy.** Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. Subject to the special rules discussed below for transactions at an ATM and one-time debit card transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. For consumer accounts, we may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. **(E) Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(F) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter. **(G) Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(H) Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or

mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(I) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(J) Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). **(K) Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement. **(L) Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may

agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends.

**STALE CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

**CHECKING ACCOUNTS.** If your account is a checking account, the following terms may apply. If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

**Checking Sub-Accounts.** If you have a checking account or NOW account, your account consists of a transaction sub-account and a savings sub-account. This structure will not affect your available balance, service charges, FDIC insurance, interest earnings, your statement or any other feature of your account. Funds not routinely needed to pay debits may be periodically transferred to the savings sub-account. A transfer from the savings sub-account back to the transaction sub-account will fund items in excess of the balance in the transaction sub-account. The remainder of your balance will be maintained in the transaction sub-account. If interest is paid on your account balance, the interest calculation will be the same for both the savings sub-account and the transaction sub-account. If interest is not paid on your account balance, the savings sub-account will be non-interest bearing.

**SAVINGS ACCOUNTS.** If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply.

**(A) Transfers and Withdrawals.** If your Account is a savings or money market deposit account, you may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.) **(B) Excess Transactions.** We are not required by applicable law to enforce these transfer limits, but we are authorized by applicable law to enforce them if we so choose. If we elect to enforce these transfer limits, and if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, we may elect to close your Account and place the funds in another account that you are eligible to maintain, or we may elect to take away the transfer and draft capabilities of the Account.

**TIME DEPOSITS.** If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. **(A) Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit. **(B) Exceptions.** We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

**STOP PAYMENT ORDERS.** Subject to certain limitations, you may order us to stop payment on any check, automated clearing house/pre-authorized electronic funds transfer ("ACH/EFT"), or other item payable from your Account, whether drawn or authorized by you or any other account holder, as follows:

**Stop Payment Against a Check or Other Item.** A stop payment request against a check or other item payable from your Account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a check or other item payable from your Account is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order against a check or other item payable from your Account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective.

**Stop Payment Against an ACH/EFT.** For consumer accounts, a stop payment order against an ACH/EFT may be honored if received at least three (3) banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the

debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization. For business accounts, a stop payment against an ACH/EFT is effective until the earlier of (i) you withdraw the stop payment order, (ii) the return of the debit entry, or (iii) six months from the date of the stop payment order, unless renewed in writing.

All stop payment order requests will require you to provide the date, the amount, and the number of the item or authorization, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item or authorization. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further you may not stop payment on an item or authorization after acceptance of the same by us.

Based upon the type of account ownership that you have designated, the following terms and conditions apply.

**INDIVIDUAL ACCOUNTS.** An Individual Account is an account in the name of one depositor only. Only that person may write checks against the Account or withdraw money, regardless of who actually owns the funds.

**MULTIPLE-PARTY ACCOUNTS.** This section pertains to multiple party accounts:

**(A) Joint Account Ownership.** An account with two or more Account Holders is a joint account. Unless you designate otherwise on the Signature Card, joint Account Holders will be considered joint tenants with right of survivorship.

**(1) Joint Tenants With Right of Survivorship.** If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Account Holder(s).

**(2) Joint With No Right of Survivorship.** If your Account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint Account Holders, that person's proportionate ownership interest will pass to the estate of the deceased Account Holder.

Each joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other joint Account Holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more Account Holders or of a third party; to endorse and deposit checks and other items payable to any joint Account Holder; to give stop payment orders on any check or item, whether drawn by that Account Holder or not; to

consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Standard Overdraft Policy; and, to close the account, with the disbursement of account proceeds as instructed by the joint Account Holder. Each joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and instructions regarding the account from any joint Account Holder. If we believe there to be a dispute between joint Account Holders or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth below.

**(B) Totten Trust Account.** A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee(s). The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary(ies) under the Account. Each trustee may change the beneficiary(ies) under the Account without the consent of other trustee(s) and beneficiary(ies). If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. To the extent permitted under this Agreement, each trustee may withdraw funds from the account. As between trustees, the account is held as a Joint Account With Right of Survivorship. When the last trustee dies, the Account is owned by the named beneficiary or beneficiaries that survive the last trustee. If there is more than one surviving beneficiary, the beneficiaries shall hold the Account in equal shares as Tenants in Common with no right of survivorship. If there is no surviving beneficiary upon the death of the last trustee, account proceeds shall vest in the estate of the last surviving trustee of the account.

**(C) P.O.D. Account.** A Payable on Death (P.O.D.) Account is an account payable to the Account Holder(s) during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account. Each Account Holder may change the P.O.D. payee(s) under the Account without the consent of other Account Holder(s) and/or P.O.D. payee(s). If the P.O.D. Account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint account ownership as set forth above. To the extent permitted under this Agreement, each Account Holder may withdraw funds from the account. As between Account Holder(s), the Account is held as a Joint Account With Right of Survivorship. When the last Account Holder dies, the Account is owned by the P.O.D. payee(s) that survive the last Account Holder. If there is more than one surviving P.O.D. payee, the payees shall hold the Account in equal shares as Tenants in Common with no right of survivorship. If there is no surviving P.O.D. payee upon the death of the last owner, the proceeds shall vest in the estate of the last surviving Account Holder of the Account.

**ADDITIONAL ACCOUNT TYPES.** This section applies to other deposit account types:

**(A) Formal Trust Account.** A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

**(B) Uniform Transfer to Minors.** If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

**(C) Representative Payee Accounts.** Subject to applicable law, a Representative Payee Account is a type of fiduciary account in which a representative payee (appointed by the Social Security Administration) manages Social Security and Supplemental Security funds received on behalf of a beneficiary. Upon our request, the representative payee will provide sufficient documentation from the Social Security Administration indicating his or her appointment as a representative payee for the Account Holder. We may require additional documentation from the representative payee indicating his or her authority to act on behalf of the Account Holder. The representative payee does not have an ownership interest in funds in the Account. The representative payee does not have a right of survivorship in the Account on the death of the Account Holder. We act only as custodian of the funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the representative payee. The representative payee agrees to indemnify, and hold us harmless from and against any and all loss, cost, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by the beneficiary, a government entity or by any other party regarding the authority or actions taken by the representative payee in handling or dealing with the Account.

**(D) Agency Account.** An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

**(E) Business Accounts.** If the Account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

**(F) Fiduciary Accounts.** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust Account, Uniform Transfers to Minors Act Account, or Agency Account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

**(G) Attorney Client Trust** Subject to applicable law, an Attorney Client Trust or IOLTA Trust Account is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA Trust Account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA Trust Account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA Trust Account will be remitted to the Lawyer's Trust Fund, pursuant to your instructions and at your request. IOLTA Trust Accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

**(H) Real Estate Broker Client Trust Accounts** Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.

**(I) Government/Municipal/Public Funds Accounts.** This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

**(J) Health Savings Account.** A Health Savings Account (HSA) is a tax preferred account that you agree: a) you are eligible to open and maintain, b) to notify us when you are no longer eligible to maintain, c) will be used for contributions, withdrawals, and earnings for qualified medical expenses or as allowed by law, and d) you will execute and comply with the terms and conditions in the Health Savings Account Trust or Custodial Agreement. Consult your tax advisor about the tax treatment of contributions, withdrawals and earnings.

**ASSIGNABILITY.** The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

**FINANCIAL INSTITUTION LIABILITY.** You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

**RIGHT OF SETOFF.** Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. We may not exercise our right

of setoff or security interest if prohibited by the Military Lending Act.

**DORMANT ACCOUNTS.** If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

**ACCOUNT STATEMENTS.** You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within Thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within Ten (10) calendar days after the statement and first altered or forged items were made available. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within Sixty (60) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within Thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

**WHOLESALE WIRE AND ACH TRANSACTIONS.** With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

**(A) Provisional Payment.** Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

**(B) Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

**UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED.** If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

**NOTICES.** The following terms apply to notices relating to your Account. **(A) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. **(B) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to

honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

**ACCOUNT TERMINATION.** You and we agree that either of us may close your Account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your Account, we may mail you a Cashier's Check for the applicable remaining Account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Illinois in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

**SYSTEMS AND SOFTWARE.** We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other

information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**CREDIT VERIFICATION.** You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it.

**MISCELLANEOUS PROVISIONS.** If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

## REGULATION CC (EXPEDITED FUNDS AVAILABILITY ACT)

The following document is published in accordance with Regulation CC (Expedited Funds Availability Act) enacted by Congress. The act sets specific time limits as to how long funds or checks deposited into your account may be held before they are actually available to you. Although all financial institutions are governed by this act, the operating policies on each may differ. This disclosure states Devon Bank's policy in regards to the availability of your funds. If you have any questions, please ask your Personal Banker.

### FUNDS AVAILABILITY POLICY DISCLOSURE

**Transaction accounts.** This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payment to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

**YOUR ABILITY TO WITHDRAW FUNDS AT DEVON BANK.** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- \* You deposit checks totaling more than \$6,725.00 on any one day.
- \* You redeposit a check that has been returned unpaid.
- \* You have overdrawn your account repeatedly in the last six months.
- \* We believe a check you deposit will not be paid.
- \* There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**Holds On Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Deposits at Automated Teller Machines.** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

**Special Rules For New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Devon Bank will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

# DEVON CONNECT ACCESS AGREEMENT

## Introduction

Thank you for choosing Devon Bank to assist you in meeting your deposit account needs through *Devon Connect*. The *Devon Connect* System consists of a digital online banking website that provides a complete array of financial services to our business customers. Online Banking, Bill Pay, and Mobile Services are functions of *Devon Connect*. The *Devon Connect* System is provided by a Service Provider selected by us. Such Service Provider is an independent contractor providing software and data transmission services and is not our agent.

## Definitions

For purposes of this Agreement, the words “we,” “our,” “us” mean Devon Bank. “You,” “your” refer to Customer. In addition, the following terms have the meanings provided below in this Agreement:

**Account** –refers to your deposit account(s) at Devon Bank, which you have designated as being covered by a Service.

**Account Agreement** –our general terms and conditions of the Account.

**Administrator** –your officer, employee or agent designated on the Specifications who will be responsible for coordinating and monitoring Users’ use of a Service through *Devon Connect*.

**Applicable Law** –any federal and state law (to the extent not considered to have been preempted by federal law) that applies to a party or a Service and the applicable rules and regulations promulgated by the Federal Deposit Insurance Corporation, Federal Reserve System and any money transfer system, network or clearing house used by us in providing Services. This includes, but is not limited to, as applicable, the sanctions laws, regulations and orders administered by OFAC; laws, regulations, and orders administered by the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (**FinCEN**), including the Bank Secrecy Act, the U.S.A. PATRIOT Act and the requirements for verification of your identity; Articles 3, 4 and 4A of the UCC; Check 21 and Regulation CC promulgated thereunder; and restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006 (**UIGEA**).

**Authorized User or User** –each person the Administrator designates to execute a Service and assigns privileges.

**Available Funds** –the total of the collected funds in an Account as of the close of business on any Business Day, determined in accordance with the manner in which we generally provide credit for deposited Items.

**Bill Pay** –the business bill payment Service offered by us through *Devon Connect*.

**Business Day** –any calendar day other than Saturday, Sunday, or any holidays recognized by Federal Reserve Bank.

**Check** –a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection.

**Check Image** –a digitized image of the front and back of a Check and associated MICR-information provided to us in lieu of the original Check. Check Images may be captured with a Mobile Device under the Mobile Deposit Service. **Deadline** –the deadline or cutoff time for availability of a particular Service set forth on the Specifications or provided on our website, as such deadline may be changed from time to time.

**Devon Connect** –our digital online banking platform for business customers, which includes online Services and functions and Mobile Services.

**HRT** –High Risk Transaction, which triggers an additional Security Procedure for Bill Pay, and other outgoing transfers from an Account, involving a one-time password sent to the User via text (SMS), email or voicemail.

**MICR** –Magnetic Ink Character Recognition, the line of numbers and letters on the bottom of the front of a Check that facilitates processing.

**Mobile Device** –a smart phone or tablet used for access to Mobile Services.

**Mobile Service** –a Service that accesses Accounts via a Mobile Device using our Mobile application, including Mobile Deposit and Picture Pay.

**Password** –used as a Security Device for the *Devon Connect* System, your User’s Password must be at least eight characters in length and consist of both alpha and numeric characters.

**“Payee”** –the merchant or person you pay using Bill Pay and Picture Pay.

**Periodic Statement** –for the applicable Account, each periodic Account statement issued by us or any written or electronic advice to you from us.

**Picture Pay** –Our Mobile Service that permits you to pay bills using a Mobile Device.

**Secure Messaging** –our preferred means of secure communication through the Secure Messaging portal in *Devon Connect*.

**Security Device** –IDs, PINs, Passwords, logon identifications and other devices that we utilize from time to time to protect your transactions and mitigate against fraud.

**Security Procedures** –the use of Security Devices, HRT, encryption, location identification numbers, repetitive codes, call-back protocols and other systems and Software that you use in connection with a Service.

**Signatory** –the person who signed our Signature Card for the Account and is authorized by resolution of your governing body to execute this Agreement and any required Specifications. The Signatory will also name the Administrator.

**Specifications** –the enrollment and set-up forms and other authorizations for *Devon Connect* provided at the time the Service is requested.

**UCC** –the Uniform Commercial Code as enacted in the State of Illinois.

## Administrator and Users

*Devon Connect* requires you to designate at least one Administrator in the Specifications. The Administrator will be responsible for maintaining your settings and Authorized User security. You must notify us if you terminate or change the Administrator.

*Devon Connect* will allow the Administrator to establish authority levels to help you manage Users and their access. The levels are used to specify who can access specific Accounts, what dollar amounts individuals are authorized to handle, and what functions an individual can access within an Account. It has a hierarchical structure that gives an Administrator access to all functions.

The Administrator is responsible for assigning all Users a User ID and Password. The Administrator is also responsible for changing Account names, modifying display options and being the primary contact with our support staff. The Administrator has the ability to add, change or delete Users; add, change or delete access to Accounts; and reset User

IDs and Passwords. Finally, the Administrator will have full access to your Accounts, as well as any new Accounts you may open in the future which are designated to be accessed via the *Devon Connect* System.

We will not control or oversee the Administrator function. If you accept the Administrator function, you agree to this and all action taken by the Administrator, and all such persons are your agent for purposes of use of *Devon Connect* or the Services. You further agree to assume all risks associated with providing User ID's, Passwords and Security Procedures to your agents, representatives, Users or officers, and to limit the number of User ID's, Passwords and Security Devices issued to only those who have a specific need to use the Service.

### **Intercompany Services/Authority to Transfer or Commingle Funds**

In the event that you request us to provide single sign-on to *Devon Connect* to a parent company, subsidiary, affiliate, or other commonly owned company that uses the same Signatory, you agree to be jointly and severally liable for such company's obligations under this Agreement. You hereby represent and warrant that any and all transfers and commingling of funds required or permitted by any Service or that you request, and all other aspects of the performance hereby by each of us, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that you have obtained and shall maintain in your regular business records and make available to us upon reasonable demand, for a period of two (2) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. You further represent and warrant that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of yours or any of your affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon our effecting each transfer and commingling of funds authorized hereunder.

### **Responsibility for Data Protection**

When using *Devon Connect* or Mobile Banking, 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. Any material downloaded or otherwise obtained is obtained at your own discretion and risk. 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.

It is your responsibility to protect yourself and to be vigilant against email fraud and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). We expect you to educate your Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks.

We are not responsible for computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, hacks, unauthorized access or other known hazards or any related problems that may be associated with use of an online or mobile system to deliver or receive the Services. We are not responsible for any damage to your computer, operating systems, Mobile Devices or for loss of data that results from your download of any material, whether due to a computer virus or otherwise. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

We do not and cannot control the flow of data to or from our 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). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or related to such events and in no event will we 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 our ability to connect to the Internet on your behalf.

### **Security Procedures**

Authority. We are authorized to provide information regarding the Accounts through the *Devon Connect* System on the request of the Administrator or User, using the proper Security Devices, without obligation on our part to verify or otherwise confirm such. Sole responsibility for Security Device maintenance lies with you. We will provide such information to you through an interface via the Internet.

Internet Security and Privacy Information. We understand how important privacy is to our customers. We have taken steps to ensure the security and privacy of your personal and financial dealings with us to the extent of available technology. The Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet. The Service uses the Secure Socket Layer (SSL) encryption technology when performing online transactions using our *Devon Connect*. Your browser automatically activates this technology when it attempts to connect to our System. Whenever SSL is securing your communications, the browser will typically indicate this session is secure by changing the appearance of a small icon of a padlock at the bottom of the screen from open to locked. What this means is that your communications are scrambled from your browser to our servers at all times to reduce the likelihood that an unauthorized person can read the information as it is carried over the Internet.

Protecting Your Online Account(s). We use multi-level authentication to help prevent unauthorized access to Accounts. Multi-level authentication can help prevent access by someone who may have stolen your login credentials. You agree that our Security Procedures are commercially reasonable for your business and the transactions in which you engage.

Passwords. When we commence your ability to access *Devon Connect*, we will establish access for you using a temporary Password. You will be required to change your Password upon your first login and periodically thereafter. If Passwords are forgotten, the Service will present challenge questions. Additionally, if a User wishes to reset his/her Password online, he/she may do so by answering challenge questions. We may disable Passwords of Users even without receiving notice from you if we suspect that Passwords are being used in an unauthorized or fraudulent manner. Your access to *Devon Connect* will be blocked in the event your User ID and Password is entered incorrectly on three consecutive attempts. If this happens, please call us at (773) 465-2500 or (847) 465- 2500.

HRT. For all online transactions that transfer funds from an Account, including Bill Pay, HRT will be triggered. Account Notifications. You may also enroll to receive notifications when there are transactions in your Accounts.

### **Security Breach Notice and Cooperation**

You must notify us immediately if you believe that any Security Procedure or Security Device has been stolen, compromised, or otherwise become known to persons other than you or your User(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 establish new Security Procedures as soon as reasonably practicable, but we will not be liable to you or any third party for any delay in taking such actions.

In the event of a breach of the Security Procedures, you must assist us in determining the manner and source of the breach. Such assistance will include, but will not be limited to, providing us or our agent with access to your hard drive, storage media and devices, systems and any other Equipment or device that was used in breach of the Security Procedures. You will provide any information we require within two (2) Business Days of our request. You will provide 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 us will be an admission by you that the breach of the Security Procedures 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 us.

## **Basic Online Banking Terms**

### **Scope of Service**

Once a User has signed onto *Devon Connect*, he/she may conduct Account maintenance and the basic functions described below on Accounts linked to the Service.

### **Functions**

Account Access.

Account Portfolio. You may request and receive all Account information about one or more specified Accounts, including the Account balance information, the status and description of any Items, debits, credits or charges related to the Account, the Account history, and all other information about activity associated with the Account(s).

Account Download. You may export the Account Information from the Account(s) to which you have access through *Devon Connect* in a number of different formats that will then be available for import into various computer programs.

Account Maintenance. You may reorder Checks, order copies of paid Checks, request copies of Periodic Statements, change address, phone number and email address, change passwords and perform other Account maintenance functions.

Account Transfers.

Permitted Transfers. You may transfer funds between your linked Accounts, including as a payment to a linked loan

Account.

Timing of Transactions. 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 next Business 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 select.

Processing Transfers. We can process a transfer until the Deadline. If you request a transfer after the Deadline, the transfer will be processed the following Business Day. If you schedule a transfer for a future date, we will process the transaction after the close of business on that date.

Payment Requirements. 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 or your affiliates 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 refuse to make the transfer or payment or we may make the transfer or payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (NSF) charges that may apply.

Canceling Transfers. You may cancel a pending transfer; however, to do so, we must receive your instruction to cancel prior to the Deadline. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction.

Stop Payments. You may request that we stop payment of any Item payable from an Account to which that User has access. A Stop Payment request must be made through *Devon Connect* or you must contact a Devon Bank banker. The request must specifically identify the Item subject to your request and must be received by us in sufficient time to give us a reasonable opportunity to act on it before we pay such an Item. You understand and agree that, unless your request is complete and accurate, we may be unable to identify the Item subject to your request. You further understand and agree that, unless we have a reasonable opportunity to act on your request prior to payment of an Item, we will be unable to stop payment. By initiating a Stop Payment request with respect to an Item, you agree that you will indemnify and hold us harmless from and against any claim arising in connection with our refusal to pay such an Item. When you use *Devon Connect* to request a Stop Payment your order will remain valid for 180 calendar days. You understand that you will incur a fee in the amount specified in the Fee Schedule published by us for each Stop Payment request.

## **Business Bill Pay Terms**

### **Scope of Service**

Business Bill Pay will permit you to pay bills online. Your use of the Service does not alter your liability or the obligations that currently exist between you and your Payees. The terms below also apply to Picture Pay to the extent not inconsistent with the Picture Pay Terms provided below.

### **HRT will be required to access Business Bill Pay. Definitions**

The terms below apply to Business Bill Pay and Picture Pay:

**Billing Account** –the Checking Account from which all Service fees will be automatically debited.

**Due Date** –the date reflected on your Payee invoice or statement for which the payment is due; it is not the late date or grace period.

**Payee** –the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Payment Account** –the Checking Account from which bill payments will be debited.

**Payment Instruction** –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).

**Scheduled Payment** –a payment that has been scheduled through the Service but has not begun processing.

**Scheduled Payment Date** –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.

## **Payment Scheduling**

The earliest possible Scheduled Payment Date for each Payee (typically five (5) Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. 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 Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## **The Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your Account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in these Business Bill Pay Terms.

## **Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service. The Service will use its best efforts to make all your payments properly. However, the Service will incur no liability and any Service Guarantee will be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of Bill Pay, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

You have not provided Bill Pay with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

Circumstances beyond control of Bill Pay (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Bill Pay has taken reasonable precautions to avoid those circumstances. Provided none of the foregoing exceptions are applicable, if Bill Pay 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, Bill Pay will be responsible for returning 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.

## **Payment Methods**

The Service reserves 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 (funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **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 Bill Pay has begun processing a payment, it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a Check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact a Devon Bank banker. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such Service as set out in the applicable fee schedule.

## **Prohibited Payments**

Payments to Payees outside of the United States or its territories are prohibited through Bill Pay.

## **Exception Payments**

Tax payments and court ordered payments may be scheduled through Bill Pay, however such payments are discouraged and must be scheduled at your own risk. In no event will Bill Pay be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by Bill Pay. The Service 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 your sole responsibility and not of Bill Pay.

## **Payee Limitation**

Bill Pay reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under these terms.

## **Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether any Service was used during the billing cycle. There may be a charge for additional transactions and other optional Services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet Service fees that may be assessed by your telephone and/or Internet Service provider.

### **Failed or Returned Transactions**

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

You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; You will reimburse Bill Pay for any fees imposed by your financial institution as a result of the return;

You will reimburse Bill Pay for any fees or costs the Service Provider incurs in attempting to collect the amount of the return from you; and,

The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **Returned Payments**

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

### **Devon Connect Mobile Banking Terms**

#### **Scope of Services**

Using Mobile Banking with your Mobile Device, you can:

View Account and transaction information.

Transfer funds among your linked Accounts.

Set up Account alerts to be sent to your Mobile Device.

Pay bills through Picture Pay.

Deposit Checks remotely through your Mobile Device.

NOTE: Some of the above functions may not be available for all Mobile Devices and/or Mobile Device carrier plans.

### **Download of Mobile Application**

You must be a *Devon Connect* customer in order to access Mobile Banking and you will be required to activate each Mobile Device within the system. You will be able to access Business Mobile Banking by downloading and installing the application to your Mobile Device (a "Mobile Application"). You agree that any Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking and Mobile Deposit. Any Mobile Application is licensed to you "AS IS" without any warranty.

### **Service Availability**

We will attempt to make Mobile Banking available on a continuous basis. Maintenance requirements, however, whether scheduled or emergency, may result in system unavailability from time to time. We will try to conduct scheduled maintenance during non-peak hours. Service accessibility may also be interrupted due to conditions beyond our control, including outages in internet or cellular Service. If this occurs, we will attempt to re-establish Mobile Banking as quickly as possible, but in no event will we be liable to you for interruptions in Mobile Banking due to conditions beyond our control.

We make no representations or warranties that Mobile Banking will be available for use in locations outside of the United States and accessing Mobile Banking from locations outside of the United States is at your own risk.

Financial information obtained using Mobile Banking reflects the most recent Account information available through Mobile Banking and may not be accurate or current. You agree that neither we nor our Service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

### **Security and Use**

When a User uses the Service, he/she will enter the Password. Anyone using a Mobile Device and Password can access your Account and have full access to Mobile Banking in the same manner as you can. If anyone uses a Mobile Device and/or Password linked with your Account with or without your permission, you will be responsible for any transactions performed by that person with respect to your Account. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions executed through Mobile Banking. You agree to have policies and procedures to keep Mobile Devices and Passwords safe, confidential and secure and not disclose or make Passwords available to anyone other than Authorized Users.

We reserve the right to take action at any time to protect Mobile Banking, our systems and information, including denying you access to Mobile Banking in whole or in part.

We will attempt to secure Mobile Banking to prevent, among other things, access by unauthorized persons and the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of Mobile Banking could be compromised or malicious code could be introduced by third- parties.

You must immediately notify us of any unauthorized use of Mobile Banking or any other breach of security known to you and you will cooperate with us in investigations and other actions taken with respect to the same.

### **Wireless Carrier**

Use of Mobile Banking will also be subject to agreements entered into with third party service providers, such as wireless carriers. Mobile Banking terms do not amend or supersede any of those agreements. You further acknowledge and agree that those agreements may contain requirements and limitations, including your responsibility for fees and charges,

which may impact use of Mobile Banking. You are solely responsible for all such fees, service charges, limitations and restrictions.

Only your wireless carrier is responsible for its products and Services. You must resolve any problems with your carrier directly with such carrier without involving us.

We assume no responsibility for the operation, security, functionality or availability of any wireless device or mobile network which you utilize to access Mobile Banking.

### **Provision of Phone Number**

By providing us with the cellular telephone number to a Mobile Device, you expressly consent to receiving communications at that number from us and our agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system. Note: If you do not want to be called for marketing purposes, ask to be added to our internal do-not-call for marketing list.

### **Mobile Deposit Terms**

#### **Scope of Service**

Once you have enrolled in *Devon Connect* Mobile Banking, Users will be able to take pictures of Checks for deposit. Users will need to provide an image from both the front and the back of the Check and provide the information required.

#### **Deposit Limits**

We reserve the right to impose limits on the amounts and/or number of deposits that may be transmitted in any one period and to amend those limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of these Mobile Deposit terms and we will not be obligated to allow such a deposit at other times.

#### **Eligible Items and Quality**

You agree to deposit only Checks payable to you. You may not use the Service to create Check Images and deposit any Checks or other items that are unacceptable.

Unacceptable Deposits. You may not deposit:

Any item that is stamped with a "non-negotiable" watermark.

Any item that contains evidence of alteration to the information on the Check or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.

Any item issued by a financial institution in a foreign country.

Any item that is incomplete.

Any item that is "stale dated" or "postdated." i.e.; Checks or items dated more than six (6) months prior to or postdated after the date of deposit.

Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.

Savings Bonds.

Checks or items previously converted to a substitute check, as defined in Reg CC.

Checks or items that are remotely created checks, as defined in Reg CC.

Checks or items not payable in United States currency.

Image Quality. The captured image of the Check transmitted to Devon Bank using the Service must accurately and legibly provide, among other things, the following information

The information identifying the drawer and the paying bank that is preprinted on the Check, including complete and accurate MICR information and the signature(s); and

Other information placed on the Check prior to the time the Check Image is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

The Check Image quality must meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Devon Bank reserves the right to reject any Check Image that is not clear, skewed, or that is suspicious in any manner.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Service as "**For Devon Bank mobile deposit only**" after your endorsement and Account number. You agree to follow all other procedures and instructions for use of the Service as Devon Bank may establish from time to time.

#### **Receipt of Items**

We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you.

We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Devon Bank that we have received the image.

Receipt of such confirmation does not mean that the transmission was error free or complete.

#### **Funds Availability**

The funds from your deposits will be made available on the first Business Day after the day of the deposit. In some cases, we will not make all the funds that you deposit available to you on the first Business Day after the day of your deposit. Depending on the type of Check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first Business Day after the day of your deposit. Additional delays may occur on a case-by-case basis. For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and Federal Holidays. If you need the funds from a deposit made available sooner than provided under the Service, please contact us.

#### **Presentment**

The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Deposit Account Agreement and Disclosures governing your Account.

#### **User's Warranties**

You make the following warranties and representations with respect to each image of an original Check you transmit to utilizing the Service:

Each Check Image is a true and accurate rendition of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check. The amount, the payee, signature(s), and endorsement(s) on the original Check are legible, genuine, and accurate. You will not deposit or otherwise endorse to a third party the original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

Other than the Check Image that you remotely deposit through the Service, there are no other duplicate images of the original Check.

You have instituted procedures to ensure that each original Check was authorized by the drawer in the amount stated on the original Check and to the payee stated on the original Check.

You have possession of each original Check deposited using the Service and no party will submit the original Check for payment.

Files and images transmitted to us contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You are not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed to us. You are not in the business of cashing checks.

You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.

### **Rejection of Deposit**

You are liable for any service or late charges levied against you due to your rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

### **Items Returned Unpaid.**

A notice will be sent to you of transactions you are unable to process because of returned items. With respect to any item that you transmit for remote deposit that is credited to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account. Check images that are returned for image quality adjustments will have to be submitted in paper to Devon Bank upon receipt of notice of such, to be physically reprocessed; they may not be re-scanned.

### **Disposal of Transmitted Items**

Upon your receipt of a confirmation from Devon Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Devon Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Devon Bank's audit purposes. Checks should be maintained by you for at least thirty (30) days.

### **Picture Pay Terms**

#### **Scope of Service**

Our Picture Pay Mobile Service permits Users to take pictures of invoices using a Mobile Device and submit the pictures and Payment Instructions for payment from a linked Account through a Mobile Device. For this purpose "Payment Instruction" is the information provided by you to the Service for a Picture Pay to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

#### **Service Terms and Representations and Warranties**

The Business Bill Pay Service Terms and the undertakings, representations and warranties provided therein apply to Picture Pay.

### **Devon Connect General Terms**

#### **Performance and Bank Liability**

In providing *Devon Connect*, we will use good faith and commercially reasonable care and will be responsible for any loss sustained by you only to the extent such loss is caused by our failure to exercise such care and then our liability will not exceed the lesser of the actual damages sustained by you or the fees we received for providing the Service to you for the twelve (12) months preceding the loss or such longer period as may be permitted by the agreement we have entered into with the applicable Service Provider for the Service subject to a damages' claim to the extent we are reimbursed for the claim.

Except as otherwise provided by Applicable Law, in no event will we have any liability for indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by us.

#### **Disclaimer of Warranties**

WE DISCLAIM ALL WARRANTIES WITH RESPECT TO *DEVON CONNECT* and the MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

You release us, our Service Providers, and all other parties from all claims and damages that may arise from or relate to your use of *Devon Connect* and the Mobile Application. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any internet or Mobile program.

#### **Business Purpose and Compliance with Law**

YOU EXPRESSLY REPRESENT AND WARRANT TO US THAT NONE OF THE ACCOUNTS THAT ARE OR WILL BE SUBJECT TO *DEVON CONNECT* PURSUANT TO THIS AGREEMENT HAVE BEEN ESTABLISHED, OR ARE BEING OR WILL BE USED, FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. You understand and agree that your transactions in the Accounts are not governed by Regulation E of the Consumer Financial Protection Bureau or any other consumer financial protection law or regulation.

We each agree to comply with all Applicable Law in connection with Services.

### **Extensions of Credit**

You must maintain sufficient amounts of Available Funds in your Accounts in connection with particular Services to cover your payment obligations. We are not obligated to extend credit to you unless we have specifically agreed to do so in a separate writing.

If we extend credit to you by permitting overdrafts or use of uncollected funds in your Accounts or otherwise, the amount thereof will be immediately due and payable, together with interest thereon at a per annum rate determined by us from time to time, but not to exceed the maximum rate permitted by law.

If we should perform on your behalf any Services that create an overdraft or use of uncollected funds, such action will not establish a course of dealing between us that will require us to perform any Services on your behalf that would create an overdraft or use of uncollected funds.

We may, without notice, refuse to honor any order for payment, transfer or withdrawal of funds if such order would create an overdraft or use of uncollected funds, notwithstanding that we may have previously allowed overdrafts or use of uncollected funds.

You agree that we may debit any Account owned by you or that we may set off against any amount we owe you, in order to obtain payment for your overdrafts.

### **Fees, Costs, Payment and Grant of Security Interest**

You will pay us for each Service in accordance with the fee schedule established by us, which may be changed by us from time to time. You will be provided with notice of any such change in accordance with our normal business practices. The fee schedule for each Service is accepted by you upon provision of such Service to you. You will pay any sales, use or similar tax applicable to any Service. If we are required to pay any such taxes, you will reimburse us upon demand. You will also pay all attorneys' fees and other costs and expenses we may incur in collecting any fees or other sums you may owe us in connection with any Service. We may collect any amounts due by you to us by debiting any of your deposit accounts held by us, billing you, and or setting off against any amounts we owe you, without any obligation to give prior notice thereof to you.

As security for the full and timely payment and performance of all of your obligations under this Agreement, you hereby grant to us a security interest in, and a lien upon, the Account(s) and any other account at Devon Bank. Your failure to satisfy any of your obligations to us will constitute a default. Upon the occurrence of a default, and at any time thereafter, we may use and apply all funds in the Account(s) and any other account at Devon Bank and exercise all other rights and remedies available to us by law, in equity or by agreement.

### **Account Reconciliation and Review Period**

Your transactions will be reflected on your Periodic Statement issued by us. You must promptly notify us in writing at the address provided in the Notices section of this Agreement of any error in connection with any Service and any discrepancies between any records maintained by you and any notice and/or Periodic Statement you receive from us with respect to any Service, and will provide us with any information we may reasonably request in connection therewith. You agree that fourteen (14) days is a reasonable time for you to notify us of errors or discrepancies, unless any other agreements or laws, rules or regulations provide for a shorter period. If you fail to notify us of any discrepancy within fourteen (14) days of receipt of a Periodic Statement containing such information, you will be precluded from asserting such discrepancy against us and we will not be liable for any losses resulting from your failure to give timely notice.

We will also have the right to credit or debit any Accounts to correct any processing irregularity in connection with any Service.

### **Electronic Instructions and Digital Signatures**

By utilizing the Services available under this Agreement, you will be entitled to authorize various transactions electronically that otherwise would require written authorization. In addition, you may have Accounts that require multiple signers to execute transactions. Notwithstanding, you agree that we are authorized to complete each transaction initiated electronically by means of the Internet, by observing the Security Procedures established for the Service.

You may elect to send or receive instructions or reports from us related to Services via electronic transmission. For the safety of your Accounts, we recommend Secure Messaging or voicemail communications.

You should not send an email message if you need to communicate with us immediately. Do not use email to send banking instructions or to request Services provided through the *Devon Connect* System. Do not send Account information or transaction information via email. If you email us or ask us to reply to you via email, you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your Account or personal information resulting from email. Also, if you send us an email, it will be deemed to have been received on the following Business Day. We will have reasonable time to act on your email. We are not required to act on any email received and we are not responsible for misdirected or lost emails.

We may provide you the option of entering into this Agreement and/or any Specifications electronically or with a digital signature. You hereby agree that your use of electronic consent or an electronic or digital signature will represent the written signature(s) of your Signatory(s) and will bind you to the terms and conditions of the applicable agreement or form. In addition, in order for us to service the Account, mitigate fraud or to collect any amounts owed to us, we or our Service Provider may from time to time make calls and/or send text messages to you at any telephone number(s) associated with the Account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.

### **Recordings and Records**

You acknowledge and agree that we, and anyone acting on our behalf, may monitor and/or record any communications between you, or your User, and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you or your User. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic messages, text messages, instant or live chat, or any other communications in any form. You acknowledge that we may have certain legal record keeping and reporting requirements with respect to *Devon Connect* and consent to our disclosure to governmental authorities of information concerning you and Services provided to you, which we believe to be appropriate or necessary to fulfill such legal requirements.

### **Your Indemnification**

You will defend, indemnify and hold us and our directors, officers, Service Providers, successors and assigns harmless

against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) your breach of the provisions of this Agreement; (ii) any request for stop payment; (iii) your violation of Applicable Law; and (iv) any dispute between you and a third party in connection with the use of a Service.

#### **Audit**

During the term of this Agreement and for a period of two (2) years thereafter, we, and any third party representatives designated by us, including bank regulatory agencies, independent auditors and forensics experts, will have the right, upon reasonable prior notice to you (except in the event of fraud, unauthorized access to Accounts or any other circumstance where delay could result in loss to you, in which case this right will be immediate), to audit your books, records, systems, IT infrastructure, internal controls, computers and procedures to the extent necessary to verify your compliance with the terms of this Agreement and Applicable Law.

#### **Termination**

Either party, upon thirty (30) days' prior written notice to the other, may terminate any Service or this Agreement. We reserve the right to terminate or suspend any Service or terminate this Agreement immediately, without notice to you, if any of the following occurs: (i) a material adverse change, in our reasonable judgment, occurs in your business or financial condition; (ii) we have reason to believe that you have engaged in suspicious, fraudulent or illegal activity; (iii) you fail to maintain balances in Accounts sufficient to cover overdrafts or proper funding for any banking activities; (iv) you violate the terms of this Agreement or any financing arrangement with us; (v) you fail to provide financial information reasonably requested by us; (vi) you violate Applicable Law; (vii) we determine it is impractical or illegal to provide any Service because of changes in laws, regulations or rules; or (viii) we, in good faith, are unable to determine that any Service has been properly authorized by you. Notwithstanding any termination, the terms of this Agreement and the will apply to (A) all transactions which have been initiated prior to termination and (B) your payment obligations with respect to such transactions.

#### **Dispute Resolution**

We each agree that any dispute, controversy or claim arising out of or relating to this Agreement, whether instituted by us or you, except for our collection of amounts due hereunder, will be submitted to binding arbitration administered by JAMS, pursuant to its Comprehensive Arbitration Rules if the amount of the controversy exceeds \$250,000 (not including interest or attorneys' fees), or otherwise pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration will be conducted (i) in Cook County, Illinois; (ii) before one arbitrator designated by us, or if agreement cannot be reached on the designation of an arbitrator within sixty (60) days of a request by either party for binding arbitration, by an arbitration association; (iii) in accordance with the United States Arbitration Act (Title 9 of the United States Code), notwithstanding any choice of law provision in this Agreement; and (iv) under the arbitration rules in effect at the time of the filing of the demand for arbitration.

The arbitrator's award will be final and in writing and will include a statement of the reasons for the award. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of Illinois or the United States District Court for Illinois. No award of punitive damages by the arbitrator(s) may be enforced and the right to a jury trial in any proceeding is hereby waived.

#### **Amendments**

From time to time, we may amend any of the terms and conditions contained in this Agreement, including without limitation any part of the Specifications and fee schedule. Amendments will become effective ten (10) days after written or electronic notice to you or on the effective date stated in our notice.

You may submit updated Specifications to us, provided that each such Specifications is submitted in writing, is executed by an Signatory and is otherwise acceptable to us. Such updated Specifications will be effective on the third Business Day following the Business Day of our receipt of the same. We may also request, and you agree to provide, updated Specifications if needed.

#### **Notices and Communications**

Unless this Agreement provides otherwise, you may communicate with us in any one of the following ways:

Email us at [ebanking@devonbank.com](mailto:ebanking@devonbank.com) (Please note that banking transactions through *Devon Connect* are not made via email.);

Telephone us at (773) 465-2500 or (847) 465-2500

Fax us at (847) 635-6091

Write to us at:

Devon Bank

Attn: eBanking Department

950 Milwaukee Avenue

Glenview, IL 60025

You may visit us in person at a locations listed online.

#### **Miscellaneous**

If any term, covenant or condition of this Agreement were invalid or unenforceable, the remainder of the Agreement will be unaffected and each term, covenant or condition will be valid and enforced to the fullest extent permitted by law.

If our performance of the Services in accordance with the terms of this Agreement would result in a violation of any existing or future law, rule or regulation to which we are subject, then this Agreement will be deemed amended to the extent necessary to comply with that law, rule or regulation, and we will incur no liability to you as a result of such violation or amendment.

This Agreement will be construed in accordance with and governed by the laws of the State of Illinois.

This Agreement may not be assigned to any other party by you. We may assign or delegate, in part or whole, this Agreement to any third party.

# PRIVACY NOTICE

Rev. 05/2024

## FACTS

### WHAT DOES DEVON BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>• Social Security number and income</li><li>• account balances and payment history</li><li>• credit history and credit scores</li></ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Devon Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Devon Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

## Questions?

Call (773) 465-2500 or go to [www.DevonBank.com](http://www.DevonBank.com)

**Who we are**

<b>Who is providing this notice?</b>	Devon Bank
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**What we do**

<b>How does Devon Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Devon Bank collect my Personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• open an account or apply for a loan</li> <li>• provide account information or pay your bills</li> <li>• show your government-issued ID</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

**Definitions**

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Devon Bank does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include marketing companies.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Devon Bank doesn't jointly market.</i></li> </ul>

**Other important information**

**Illinois Residents Only:** We will not share personal information with nonaffiliates either for them to market their products/services to you or for joint marketing - without your authorization. **California Residents Only:** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law.

**Data Deletion from Mobile App Account:** To remove your data from the DevonConnect App, email your request to [bank@devonbank.com](mailto:bank@devonbank.com). In doing so, the user will lose access to all online banking services and features. Questions? Contact us at (773)465-2500.