



ONLINE BANKING SERVICES AGREEMENT

This Online Banking Services Agreement, as amended from time to time, (“**Agreement**”) governs your use of and access to MBG’s Online & Digital platforms including MBG Consumer Online, MBG Business Online and MBG consumer and business mobile applications (collectively, the “**Digital Platforms**”).

This Agreement also governs your use of the products, services (including Online Services and Mobile Services), and software made available to you on the Digital Platforms and certain third party digital platforms, as determined by us from time to time (collectively, “**Services**”).

As used in this Agreement the words “we,” “our,” “us,” “Modern Bank”, “Modern Bank, N.A.” “MBG”, “Modern Banking Group” and the “Bank” mean Modern Bank, National Association and the words “you”, “your”, and “user” means, applicable, each Authorized Account Owner (including any Owner) of an Account. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

By enrolling in and using the Digital Platforms and the Services, you agree to be bound this Agreement.

This Agreement contains an arbitration provision in the event of disputes between you and us. Please read the “Arbitration Agreement” section carefully, as it will have a substantial impact on how legal disputes between you and MBG are handled and resolved.

Read this Agreement carefully. This Agreement includes, among other things:

- Overview of the Agreement, including definitions;
- A description of Online Banking Services;
- MBG Mobile Services Agreement;
- Electronic Fund Transfers Disclosure and Terms and Conditions;
- Prohibited uses of Online Banking Services; and
- MBG’s limitations on liability for Online Banking Services.

Read and download, save, and/or print a copy for your records. If you have any questions, — we are here for you online at modernbank.com or you can email us at branchservices@modernbank.com. To speak directly with a Branch Services representative please call us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET.

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1. Definitions.

This Agreement contains various defined terms with specific meanings. Some definitions are defined within this “Definitions” section and others are defined within the sections of this Agreement that they are used:

- “**ACH**” or “**Automated Clearing House**” refers to an electronic deposit to, or withdrawal from, your Account that we receive or send through the “automated clearing house” network.
- “**ACH Collections**” refers to a method of electronically collecting funds from customers or clients through the Automated Clearing House (ACH) network.
- “**ACH Collections Service**” is a service provided by MBG that allows businesses to automatically collect payments from their customers’ bank accounts electronically.
- “**ACH Debit Block Service**” is a fraud prevention tool that helps protect your Account from unauthorized electronic withdrawals.
- “**Account**” or “**MBG Account**” means Consumer or Business Checking Account, Money Market Account, Savings Account, Certificate of Deposit (“CD”), Individual Retirement Account (“IRA”), Certificates of Deposit, IRA Savings Account held by MBG.
- “**Account Administrator**” means any signer on your Business Account or Consumer Accounts or any other person authorized by you to perform the Account Administrator activities designated herein.
- “**Aggregation Service**” means an online account aggregation or personal financial management service that retrieves, consolidates, organizes, and presents your Accounts for the purpose of allowing you to view your Accounts with an Aggregator in a single location. An Aggregation Service does not include a personal financial management and account aggregation feature or service that we may offer through Online or Mobile Banking.
- “**Aggregator**” means a third party who provides an Aggregation Service. An Aggregator does not include a third party that we retain to assist us in providing a personal financial management or account aggregate feature that we may offer through Online or Mobile Banking.
- “**Alerts**” refers to a service which provides customers text message communications, email communications and push notifications regarding their Accounts from MBG.
- “**Authentication Method**” refers to a method other than a Password (e.g., a biometric identifier, token, or fob) used to access your profile on the Digital Platforms or any Service (as applicable).
- “**Authorized Account Owner**” means Primary Owner or Joint Owner, as applicable.
- “**Authorized User**” means any person or persons designated by the Authorized Account Owner or Account Administrator through the Online Services as authorized to perform certain activities within the Online Services, including the ability to access, view and/or transact on all your accounts linked for the Online Services.
- “**Bill Payment(s)**” or “**Bill Payment Services**” refers to a one-time payment or repeating payments made from an Eligible Account to companies, merchants, or individuals using the MBG bill payment module.
- “**Branch**” means a physical location where an MBG representative offers in-person services.
- “**Business Account**” refers to any deposit Account, such as a checking or savings Account, you have with us that is used for business (non-personal) banking purposes.

- **“Business Customer”** is the Owner of a Business Account.
- **“Business Days”** are Monday through Friday. Saturdays, Sundays and federal holidays are not included.
- **“Cancelled”** refers to when a payment or transfer, including any ACH Collection or ACH payment, will neither be processed nor sent for any reason.
- **“Card”** or **“Debit Card”** refers to the debit card issued by us.
- **“Claim”** refers to any dispute, claim or controversy arising now or in the future under or relating in any way to this Agreement, including the Services.
- **“Clearing Rules”** refers to the operating rules of NACHA and any Regional ACH Network, as amended from time to time.
- **“Communication Service Provider”** refers to an entity offering the transmission, routing, or providing of connections for communications or access via internet, telephone, or mobile device.
- **“Consumer”** means a natural person who has an Eligible Account for which an Online Banking Service is requested primarily for personal, family, or household purposes.
- **“Consumer Account”** refers to any deposit Account, such as a checking or savings Account, you have with us that is established primarily for personal, family or household banking purposes.
- **“Current Day”** refers to a payment, including a Bill Payment, ACH Collection, or Transfer, from an Account held by us that is scheduled with a present day Send On Date; or the next Business Day if scheduled after the Cutoff Time.
- **“Cutoff Time”** refers to the time by which we must receive Instructions to have them considered entered on that particular Business Day.
- **“Debit Entry”** refers to the withdrawal of funds from the identified From Account.
- **“Deliver By Date”** refers to the date you would like your payment (including ACH Collection, Bill Payment or ACH Payment) or Transfer delivered to your intended recipient (i.e., your Payor, Payee or your To Account); this may or may not be the Payment Date.
- **“Delivery Method”** refers to the way your payment is transmitted (i.e., either electronically or via check).
- **“Due Date”** means the date on which a payment becomes due to a Payee.
- **“Eligible Account”** means an Account that is eligible for a particular Online Banking Service.
- **“Eligible Mobile Device”** means any mobile devices, phones, or tablets that allows, and that we allow, to use the Mobile Services.
- **“End-User License Agreement”** refers to an end user license agreement or software license agreement whereby a licensor and licensee establish the right to use the software.
- **“ET”** refers to prevailing Eastern Time. It encompasses both Eastern Standard Time (EST) and Eastern Daylight Time (EDT), as applicable.
- **“Expedited Bill Pay Service”** is a Service that allows you to pay your bills faster. In most instances, through Expedited Bill Pay Service you can make a bill payment the next Business Day.
- **“External Account”** refers to checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit account and who is authorized to access the Services.
- **“External Transfers”** refers to the portion of the Transfers Service that allows you to issue Instructions to us for payments or Transfers, as applicable, to or from accounts not held by us.

External Transfers can be used to Transfer funds between an Eligible Account held by us and an External Account.

- **“From Account”** refers to an eligible Account from which a payment, including a Bill Payment or ACH Payment, Transfer, or other transaction using the Services, is being requested by you, from which such transactions will be made or transferred.
- **“Funded”** refers to when a payment amount has been withdrawn from the available balance or available credit of your From Account or when an amount to be Transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account.
- **“Future Dated”** refers to Instructions that are not scheduled to begin processing on the current Business Day.
- **“IP Security”** means an administrative procedure which we recommend that you activate and use with respect to each Authorized User that involves the Account Administrator registering and maintaining a current registration of all Internet Protocol (IP) addresses used by Authorized Users. This registration will be used for the purpose of assisting us in blocking access to the Service from unregistered IP addresses. Adoption of IP Security will only allow access to the Service via a mobile device if it is connecting via a registered IP address, and connections via a cellular network (e.g., 5G network) will be blocked.
- **“Instructions”** refers to the information provided by you or the sender to us for (i) a payment, including a Bill Payment, ACH payment, or Transfer to be delivered to the Payee, or To Account, (ii) an ACH Collection to be collected from the Payor, or (iii) the funds to be delivered to the Payee or To Account (including Payee or To Account name, account number, and Deliver By Date).
- **“Internal Transfers”** refers to the portion of the Transfers Service that allows you to issue instructions to us for transfers between two eligible MBG accounts.
- **“Internet Service Provider”** refers to an entity offering the transmission, routing, or providing of connections for digital communications or access via the Internet.
- **“Item”** refers to a paper check or other paper source document only payable in U.S. Dollars.
- **“Joint Account”** is an Account owned by two or more individuals.
- **“Joint Owner”** means an individual that is an Owner of an Eligible Account with the Primary Owner.
- **“Loss”** or **“Losses”** means and includes any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses, including reasonable attorneys’ fees, professional adviser fees, expert witness costs and other legal costs and expenses relating thereto.
- **“MBG Indemnified Parties”** refers to us, our affiliates, and each of our respective officers, directors, shareholders, employees and agents.
- **“Mobile Services”** or **“MBG Mobile”** refers to our mobile and tablet applications through which MBG customers may conduct mobile banking and access our Online Services.
- **“NACHA”** refers to the National Automated Clearing House Association.
- **“On-Us Entry”** refers to an ACH collections or payments transaction that occurs when both the sender and the receiver of the funds have accounts at MBG.
- **“Online Services”** or **“Online Banking Services”** means our online banking services available for certain Eligible Accounts that can be accessed at www.modernbank.com or accessed through

Mobile Services. We may add, remove, change, or revise our Online Banking Services offered from time to time.

- **“Owner”** means each person who is a named owner of an Eligible Account as indicated in our records.
- **“Paid”** means a payment made via paper check has been completed because the check has been presented to MBG for payment.
- **“Password”** refers to a password used to access your profile on the Digital Platforms or any Service (as applicable).
- **“Pay From Account”** refers to the specified bank account from which the funds are being withdrawn.
- **“Payee”** or **“Receiver”** means an individual or entity to whom or which you make payment through the Online Banking Services or the individual or entity from which you receive payment notices.
- **“Payment Date”** means the date funds are withdrawn from the From Account.
- **“Payment Services”** refers to Transfers made using Bill Payment Services, Wire, or ACH.
- **“Payor”** is the Person whose bank account the funds are being withdrawn from.
- **“Pending”** refers to any Instruction that you have ordered or requested to be made which has not been Cancelled by you before the Cutoff Time on the Send On Date. All Future Dated ACH Collections and ACH Payments are “Pending” starting from the time you enter Instructions until they are released by us or “Funded”.
- **“Person”** refers to a natural person or a business, government, or nonprofit entity.
- **“Primary Account”** refers to the checking account, if eligible, you designate for paying any potential monthly service fees.
- **“Primary Owner”** or **“Primary Joint Owner”** is the tax paying individual Owner who is listed first on the Eligible Account in our records.
- **“Processed”** means an electronic payment has been sent to the Payee; however, since Payees do not provide us with confirmation of receipt or processing of electronic payments, you need to contact the Payee directly for confirmation of receipt.
- **“Products”** refer to offerings made by the Bank to help individuals and businesses manage their money. These products typically include checking accounts, savings accounts, and debit cards.
- **“RDFI”** refers to the receiving depository financial institution.
- **“Real Time Payment Services”** refers to payment services that process transactions instantly.
- **“Regional ACH Network”** refers to the applicable regional automated clearing house network.
- **“Same-Day ACH”** refers to an ACH service that allows for faster processing of transactions. Instead of taking 1-3 Business Days, Same-Day ACH transactions can be processed and settled on the same day they are initiated.
- **“Secondary Joint Owner”** means an individual who has equal rights and responsibilities to the Primary Owner but whose taxpayer ID is not listed as the tax ID on the account.
- **“Send On Date”** unless otherwise defined in this Agreement, refers to the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On Date may or may not be the Payment Date.
- **“Sender”** refers to a Person that sends a payment through our Payments Service.
- **“Systems”** refers to all software, hardware or other equipment necessary for you to access and use the Digital Platforms and Services.

- **“Text”** means a short electronic message sent and received between two or more mobile phones.
- **“To Account”** refers to the account to which funds will be transferred as requested by you via any of the Services.
- **“Transfer”** refers to a transfer of funds pursuant to an Instruction to move funds electronically from one account to another.
- **“Transfer Date”** refers to the date we will begin the delivery process for Transfers made via Internal Transfer e, or External Transfer. For clarity, this is the date the Transfer request will be sent.
- **“Wire”** refers to a Transfer that allows for the immediate transfer of money between banks via the FedWire, CHIPS, or SWIFT platforms.

2. General Terms.

This Agreement contains the terms and conditions that govern your enrollment in and use of the Digital Platforms and Services. When you use or access, or permit any other person(s) or entity(ies) to use or access the Digital Platforms or Services on your behalf, you agree to the terms and conditions of this Agreement. By using or accessing the Digital Platform and the Services, you acknowledge that you have read, understand, and agree to abide by the terms and conditions of this Agreement. If you do not agree to the terms and conditions set forth herein, you may not use or access the Digital Platforms or the Services.

Additionally, you acknowledge or otherwise agree to comply with: (a) such other written requirements as we may provide in connection with the Digital Platforms, Services, or Products, including all terms and conditions contained in any account agreements, loan documents, cardmember agreements, End-User License Agreement, and privacy policies (collectively, the “**Other Documents**”); and (b) all applicable state, federal and international laws and regulations. To the extent there is a direct and irreconcilable conflict between this Agreement and the Other Documents, the Other Documents shall control unless this Agreement specifically states otherwise.

This Agreement is not intended to modify the Other Documents and the Other Documents will continue to apply to your accounts. When using other services or features available through the Digital Platforms but provided directly by third parties, your use of such services or features will also be governed by the agreements and other terms or conditions with such third parties governing use of those services or features.

Services described in this Agreement, as well as any associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all Services are offered at all locations. Therefore, you may not be eligible for all the Services described in this Agreement. We reserve the right to determine your eligibility for any Service. By offering the Services via the Digital Platforms, we make no distribution or solicitation to any person and/or entity to use the Services in jurisdictions where the provision of the Services is prohibited by law.

Modern Banking Group and MBG are trade names used by a single bank with the official corporate title, “Modern Bank, National Association”, which is sometimes abbreviated as “Modern Bank, N.A.”. It is important for you to know that Modern Bank, N.A. is one bank regardless of which trade name(s) you may conduct business with or know it as. Specifically, for purposes of your FDIC insurance coverage, all trade names of Modern Bank, N.A. are viewed together as a single bank. Deposits held under each tradename or official corporate title are not separately insured but are combined to determine whether a deposit has exceeded the \$250,000 federal deposit insurance limit.

3. Enrolling in the Service.

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers), and must immediately update any enrolled email address or mobile phone number that you surrender or no longer use. You may not enroll with a home phone or “landline” phone number, Google Voice number, or Voice over Internet Protocol phone number.

To send, request and/or receive money, you must (i) be enrolled with the Service and (ii) have an eligible To Account or From Account, and in the case Internal Transfers, eligible To Account and From Accounts that are MBG Accounts.

Once enrolled, you may: (i) authorize a debit of your Account to send money to another Person at your initiation or at the request of that Person; and (ii) receive money from another Person at that Person’s initiation or at your request.

If at any time while you are enrolled, you do not send or receive money using the Service for an extended period of time typically after 6 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

Authorized Account Owners and Joint Owners

If an Eligible Account is owned by more than one person, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Banking Services, to the extent allowed by the terms, conditions or governing provisions of the Eligible Account. We may rely and act on the instructions of any Authorized Account Owner. If we provide notice to one Joint Owner, all Joint Owners are deemed to have received notice. Access to certain Online Banking Services may require Joint Owners to have a unique username, password and other security devices or credentials that may be required by us.

Additional Joint Accounts

Any Primary Joint Owner may open a new Joint Account with a Secondary Joint Owner with whom the Primary Joint Owner already owns an existing Joint Account (as of the date of such new Joint Account opening). The Primary Joint Owner is specifically permitted to open the new Joint Account on behalf of the Secondary Joint Owner, without their direct involvement. All Joint Owners acknowledge and agree that this is permissible under this Agreement, and they specifically agree that a Primary Joint Owner may perform all acts necessary for Joint Account opening, including consenting to receipt of all Account information, notices, and legal disclosures electronically, on behalf of the Secondary Joint Owner.

4. MBG Online Banking Services.

Subject to the terms of this Agreement, you may use the Online Banking Services to access, use, and manage your Eligible Accounts. The types of Online Banking Services are described generally in this Agreement and on our website (www.modernbank.com) and may change from time to time, at our sole option. Not all transactions and services are available for all products.

4.1 Online Banking Services for Eligible Accounts

Below is a summary of the Online Banking Services that are available for each type of Account subject to this Agreement. Note that not all Online Banking Services are available for each type of Account. Certain Online Banking Services are also available as Mobile Services.

	Checking (Consumer and Business)	Money Market (Consumer and Business)	Savings (Consumer and Business)	IRA Savings (Consumer)	CD (Consumer and Business)	IRA CD (Consumer)
Online & Mobile Banking	●	●	●	●	●	●
View & download statements & notices	●	●	●	●	●	●
Secure Email	●	●	●	●	●	●
Read & Manage Alerts	●	●	●			
Stop Payment (Checks)	●	●				
Internal Transfers	●	●	●		●	
External Transfers	●	●	●			
Bill Pay	●					
Create an eCheck	●	●				
Deposit checks	●	●	●			
Request IRA Distribution				●		●
Manage CD Interest, Renewals & Redemptions					●	

	Checking (Consumer and Business)	Money Market (Consumer and Business)	Savings (Consumer and Business)	IRA Savings (Consumer)	CD (Consumer and Business)	IRA CD (Consumer)
Request Wire Transfer	●	●	●			
Create Direct Deposit	●	●	●			
Online Disputes	●	●	●			
Order Check Books	●	●				
Positive Pay	●					
Manage security settings & update your profile information	●	●	●	●	●	●
Open and fund additional Eligible Account(s) online	●	●	●		●	
View Eligible Account balance(s) and transactions	●	●	●	●	●	●
SecureLock lost or stolen debit cards	●	●				

4.2 MBG Mobile Services

MBG customers may access some of our Online Services via the Mobile Services.

4.2.1 Services Differences - Online vs Mobile

Not all of the Services or Products described in this Agreement or the services, products, or functionality described on our website(s) may be available when you access via the Mobile Services. Therefore, you may not be eligible to use the Services, Products or functionality when you access or try to access them using our mobile application. We reserve the right to determine your eligibility for any Services or Products, or functionality.

Additionally, information available through the Online Services may not be available via the Mobile Services or may differ from the information available via the Mobile Services. Such information available through the Online Services may also be described using different terminology, or may be more current than the information available via the Mobile Services. This includes account balance information, and

transfer and payment information. The method of entering Instructions via the Mobile Services may also differ from the method of entering Instructions directly through the Online Services. Processing of Instructions may take longer through the Mobile Services.

4.2.2 Communications

You agree that we may send you information related to the Mobile Services through your Communication Service Provider and that your Communication Service Provider is acting as your agent in this capacity. You agree to provide a valid phone number, email address or other delivery location so that we may send you information related to the Mobile Services, including information about your applicable account or Card. You will immediately notify us if any phone number or email address you have provided is (a) surrendered by you, or (b) changed by you.

You understand and agree the Mobile Services may not be encrypted and may include personal or confidential information about you, such as your account activity or status. Delivery and receipt of information, including Instructions and/or other instructions regarding money transactions through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet Service Provider(s), Communication Service Provider(s) or other parties, or because of other reasons outside of our control. You also understand that there may be a disruption in service when you change your Internet Service Provider(s) or Communication Service Provider.

We do not warrant that our Digital Platforms or Services will be compatible with your mobile device or carrier. Your use of the Digital Platforms or Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Digital Platforms or Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls – sometimes referred to as “unlocked or jail-broken.”

4.2.3 Identity and Location Verification

You authorize your wireless carrier to use and/or disclose information about you and your wireless device to MBG which we may use for the duration of your relationship with us, to help identify you or your wireless device and to help protect against fraud or unauthorized use of our services under this Agreement. Those details may include, among others, name, billing address, email, phone number, and device location.

4.2.4 Alerts and Text Banking

Your enrollment in the Mobile Services includes access to Alerts. The Alerts services are provided for your convenience and do not replace your periodic account statement(s) or other notices. The Alerts services are only available to customers who have an Eligible Account with us and upon opening your account with us you may be automatically enrolled to receive certain Alerts.

By receiving or otherwise using the Services, you understand and agree that: (a) we may send messages through your Communication Service Provider in order to deliver them to you and that your

Communication Service Provider is acting as your agent in this capacity; (b) we may use a phone number, email address or other delivery location we have in our records for you or other such contact information as you may provide to us for the Service so that we may send you certain information about your applicable account; and (c) the alerts may be delayed and/or delivered at any time of the day or night and you specifically consent to receive such alerts between the hours of 9:00pm and 8:00am local time in your location.

There is no service fee for the Alerts services but you are responsible for any and all charges, including fees associated with text messaging imposed by your Communication Service Provider. Message and data rates may apply. Such charges include those from your Communication Service Provider. Message frequency depends on user preferences.

You may use the online banking platform to modify or cancel the Alerts services. For help or information on the Alerts services, go online at modernbank.com or you can email us at branchservices@modernbank.com. To speak directly with a Branch Services representative please call us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET.

4.3 Communication Records

Our records shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

You agree to provide a valid email address so that we may send you certain information related to the Digital Platforms and Services, including for the purpose of servicing or managing any of your accounts. You will immediately notify us if any phone number, email address, or other contact information you have provided is (a) surrendered by you, or (b) changed by you.

You agree that we can contact you by email at any email address you provide to us in connection with any MBG product, service or account, or through the mobile device on which you access the Mobile Services. It may include contact from companies working on our behalf to service your accounts. If at any time you revoke your consent to receive such electronic communications and disclosures, certain Services may be cancelled.

Unless otherwise prohibited by law or the applicable privacy policies, any communication or material you transmit to us via the Digital Platforms, the Services, or email is on a non-confidential basis and we may use such communication or material for any purpose, including reproduction, publication, broadcast and posting. We are entitled and, in some cases, obligated, to monitor, retain and review all communications to us or made via the Digital Platforms or Services, including those by telephone, email and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations, and to maintain the security of the Digital Platforms and Services. You agree that information you provide to us in connection with this Agreement will be complete and accurate.

By accessing the Digital Platforms and using the Services, you agree we may send you emails and other notifications through your mobile device or tablet device regarding benefits and features that you may

receive in connection with the Digital Platforms and Services. When you give us your mobile phone number, we have your permission to contact you at that number about all your accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls.

Account information and data is provided to you on the Digital Platforms or in connection with any Service as a convenience and is not the official record of your account or its activity. Your account statement, furnished to you by us, will remain the official record. Information provided on the Digital Platforms or through any Service is generally updated regularly, but is subject to adjustment and correction, and therefore should not be relied upon by you for taking, or forbearing to take, any action.

4.4 Cutoff Times

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time with a Send On Date that is the Current Day or next Business Day may start to process immediately, and may be Funded prior to the requested Send On Date.

4.5 Instruction(s) Review

Any scheduled funds transfer requests referenced in this Agreement (e.g., Bill Payments, Transfers, Wires, etc.) may be subject to a review by an MBG employee, including but not limited to fraud review and, where applicable, for compliance with OFAC or other regulations, which includes the recipient of your transaction, and your transaction may be delayed or held and may not be approved. In addition, we may need to contact you to verify information about your funds transfer during that internal review. During our internal review, we may subtract funds from your account or place a hold on your account which may result in processing delays. Once we have released the funds transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

4.6 Interruptions in Service

The Digital Platforms and Services are typically available for your use 7 days a week, 24 hours a day. However, we may from time to time (a) perform maintenance on the Digital Platforms or any Service or (b) experience hardware, software, or other problems related to the Digital Platforms and Services, resulting in interrupted service, delays or errors in the Digital Platforms and/or Services.

Your ability to access the Digital Platforms or any Service may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If the Digital Platforms or Services are not available for transactions or if conditions render its use inappropriate, you agree to use alternative means to conduct transactions such as calling your Relationship Manager or the Branch Services team servicing your account. We will not be liable to you if you are unable to access the Digital Platforms or the Services, or complete transactions through them.

4.7 Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, maintaining and operating all Systems necessary for you to access and use the Digital Platforms and Services, including your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet services via the Internet Service Provider of your choice. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

You acknowledge that you are responsible for the data security of the Systems used to access the Digital Platforms and Services, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested to use and access the Digital Platforms and Services for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems, and that you are satisfied with that assessment.

We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the End User License Agreement or other agreements of that provider, in addition to the terms and conditions of this Agreement.

You will not use the Services in any manner that interferes with the operation of the Digital Platforms or the Services.

4.8 Other Conditions

You are prohibited from engaging in, and you represent and warrant to the Bank, that you do not and shall not engage in, any business or activity that: (i) would result being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations; (ii) would result in accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Federal Reserve Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); (iii) would result in the Bank being used as a conduit for money laundering or other illicit purposes; or (iv) would directly or indirectly result in any activity or use of the service that may be illegal or fraudulent.

You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. You agree that the Products, Digital Platforms and Services will be used only by you and your Affiliates, provided that each Affiliate agrees to be bound by the terms hereof and further that you will be liable for your Affiliates’ acts and omissions in connection with the Products, Digital Platforms and Services. For purposes of this Agreement, “**Affiliates**” means those entities that control, are controlled by or are under common control with you. For purposes of this definition, “**control**” (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.

5. MBG Online Payment and Transfer Services.

MBG offers multiple services to help you move monies into and out of your MBG accounts via Internal Transfers and External Transfers.

External Transfers can be made using multiple methods:

- Wire.
- ACH.
- Bill Payment.

Typically, ACH Transfers (including Bill Pay transactions via ACH) take 1-3 Business Days to complete.

5.1 Consumer and Business Payments and Transfers - General Terms.

You may use the Online Service to make one-time or repeating (recurring) payments to companies, merchants, individuals, or to transfer funds between your Eligible Accounts held by us or between an Eligible Account held by us and an External Account ("**Payments and Transfers**"). When you use, or allow another to use, the Online Service to send Instructions to us to make payments or transfers through the Online Service you agree to the following terms and conditions. You agree that you will not use this service for International ACH Transactions. You also agree that once a Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Payment or Transfer.

All of your payments and transfers made through Payment and Transfers will appear on the statement for your respective accounts.

Disclosure of Account Information to Third Parties: We may disclose information to third parties about your account or the bill payments and transfers you make:

1. as necessary to complete transactions.
2. in connection with the investigation of any claim you initiate.
3. to comply with government agency or court orders.
4. in accordance with your written permission.
5. as otherwise permitted by the terms of our privacy policy.

Our privacy policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing was provided to you when you opened your account. It can be viewed by clicking on the "Privacy" link on any of our website page (www.modernbank.com).

Cutoff Time:

- (i) Cutoff Times to schedule Payments and Transfers are as follows:

Transfers to or from MBG deposit accounts:

- 8:00 PM ET on any Business Day for Internal Transfers
- 4:00 PM ET on any Business Day for External Transfers

Bill Payments to non-MBG accounts:

- For Bill Payments with a Send On date falling on a Business Day, 4:00 PM ET on that Send On date

(ii) Cutoff Times to cancel Payments and Transfers are as follows:

Transfers to or from MBG deposit accounts:

- 8:00 PM ET on any Business Day for Future Dated Internal Transfers. Please note once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 4:00 PM ET on any Business Day for External Transfers

Bill Payments to non-MBG accounts:

- Automatic and future-dated Bill Payments must be canceled before 10:00 AM ET on the day that Bill Payment is to be processed.
- For all other Bill Payments with a Send On date falling on a Business Day, 8:00 PM ET on that Send On date.

If you wish to cancel a Bill Payment or Transfer, you should cancel your transaction online.

All Cutoff Times referenced, reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. If you enter Instructions after the Cutoff Time with a Send On Date that is the Current Day or next Business Day, we may initiate the Transfer process immediately, which means the Transfer may be Funded prior to the requested Send On Date.

5.1.1 Online Payment & Transfers - Additional Terms for Consumer Accounts Only

If you permit other persons to use Payments and Transfers or your Password, you are responsible for any transactions they authorize from your Accounts until and unless we receive notification from you that they are no longer allowed to conduct transactions on your Account. If you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your Account without your permission, notify us AT ONCE, either online at modernbank.com or you can email us at branchservices@modernbank.com. To speak directly with a Branch Services representative please call us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET.

Tell us AT ONCE if you believe an unauthorized online transfer or payment has been made from any of your deposit Accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of your Accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your deposit, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If we do not complete a transfer or payment to or from a consumer Account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. Except as required by law will not be liable if, for example:

- Through no fault of ours, your Account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such account.
- Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- Circumstances beyond our control, such as failure of Communication Service Providers, fires, floods, acts of God, power outages and the like.
- The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding that account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfers.
- You have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

Fees: For information about what fees may apply to our Payment and Transfer services for your MBG account, you should refer to the applicable fee schedule which can be found on the MBG website (www.modernbank.com). If we process a payment or transfer in accordance with your instructions that overdraws your account, we may assess a fee or charge interest in accordance with the terms of your Deposit Account Agreement. We are not responsible for any payment or transfer request if there isn't enough money in the designated Pay From Account or From Account.

Recurring Payments and Transfers: Recurring payments and transfers that are for the same fixed amount each month will be sent on the specified calendar day, or on the following Business Day if the regular Send On Date falls on a non-Business Day (for payments) or on the prior Business Day if the regular Transfer date falls on a non-Business Day (for transfers). Recurring payments and transfers will be deducted from your Pay From Account or From Account, on the Send On Date or Transfer date, as applicable. If you wish to cancel a recurring payment or transfer, you should cancel your transaction

online. Future Dated or recurring Internal Transfers may be Cancelled before 11:59 pm ET on the Business Day before the Send On Date or Transfer Date. If for any reason you cannot access the Online Service, you may contact us online at modernbank.com or you can email us at branchservices@modernbank.com. To speak directly with a Branch Services representative please call us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET. If you call, we may also require you to present your request in writing within fourteen (14) days after you call.

5.2 Online Internal Transfers

You authorize us to charge your designated From Account for all Transfers of funds that you initiate and you agree to have sufficient funds in your From Account on the Transfer Date for each such transfer you schedule. In the case of Future Dated Transfers (excluding recurring Transfers), if sufficient funds are not in your From Account on the Transfer Date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. After the final attempt, the transfer request will be Cancelled. We may send a message advising you of each failed attempt to transfer from your From Account.

Internal Transfers can be used to transfer funds between your Eligible Accounts held by us. To make Internal Transfers, you must have at least two Eligible Accounts with us between which you may Transfer money.

We reserve the right to determine eligibility and to restrict categories of recipients to whom Internal Transfers may be made in our sole discretion.

Internal Transfer Limits: To protect your Account, we may place a daily dollar limit on Internal Transfers sent to or from your Eligible MBG Accounts, even if your available balance is higher than the daily limit. However, we may temporarily reduce your limits without notice, for security purposes. We may refuse to process any transaction that exceeds the applicable limits or to protect the security of your Account or the transfer system. You may make Internal Transfers up to your available balance. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled.

Recurring Internal Transfer Feature: You can set up automatic transfers from your checking Account to your savings Account, or to other types of Accounts that we may specify from time to time. We may offer certain recurring features which, if used by you, give us discretion, within limits set by you, to make periodic transfers based on factors such as your account balance, and you agree to regularly monitor such transfers closely and change or cancel them as you determine necessary. Contact your Branch Services representative to see if you are eligible to enroll in our recurring Transfer service. Except as specifically set forth herein or where the law requires a different standard, we are not liable for any errors, losses or damages in connection with any transfer of funds or failure to transfer funds under any recurring Transfer feature that you select, for any reason, including system outages or defects.

5.3 Online External Transfers

External Transfers can be used to Transfer funds between an Eligible Deposit Account held by us and an External Account. To initiate External Transfers you must have at least one eligible deposit Account

with us. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion.

External Transfer Limits: To protect your Account, we may place a daily dollar limit on External Transfers sent to or from your eligible MBG Accounts, even if your available balance is higher than the daily limit. We may temporarily reduce your limits without notice, for security purposes. We may refuse to process any transaction that exceeds the applicable limits or to protect the security of your Account or the transfer system.

Transfers between eligible deposit Accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers to an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By Date. Transfers from External Accounts are subject to the processing times of the financial institution holding your External Account.

Instructions for transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions for External Transfer may be Cancelled until the Cutoff Time on the Send On Date.

Transfer Instructions relating to External Accounts and the transmission and issuance of data related to such Instructions shall be received pursuant to the terms of this Agreement and the Clearing Rules, and you and we agree to be bound the Clearing Rules as in effect from time to time. In accordance with the Clearing Rules, any credit to your deposit account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a Transfer for any reason, we shall charge back the amount of such Transfer to the To Account or From Account (as applicable) or any other of your Accounts or claim a refund from you. We reserve the right at any time to delay the availability of funds transferred into your deposit Account via a debit from another account pending settlement or until such time as those transactions cannot be reversed in accordance with the Clearing Rules or applicable law.

5.3.1 Online Wire Transfers

The following types of online wire transfers, when completed using our Online Services or Mobile Services, are governed by this section:

- **Domestic Funds Transfer:** A funds transfer sent to a bank within the United States, including its territories.
- **International Funds Transfer:** A funds transfer sent in either U.S. or foreign currencies to a bank outside the United States.
- **Customer International Wire:** A funds transfer that is sent by a natural person in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes.

You acknowledge the security procedures for our online wire transfer services are a commercially reasonable method of verifying your funds transfer. You are responsible for any online wire funds transfer issued in your name using these security procedures, whether or not you actually authorized the transfer. You are required to activate online wire transfer services prior to initiating any Wire. Prior to scheduling an online wire transfer, you must establish a recipient and the financial institution that holds the recipient account. When you use our Online Banking Service, you will authenticate with a username and password and may, from time to time, be asked to complete additional authentication steps like security questions, one-time codes, and other methods of authentication.

We are only responsible for making a good faith effort to execute wire transfer orders and will only be responsible for performing the Services specified in the provisions in Section 5.3 with ordinary care. We may impose stricter security procedures for any particular online wire funds transfer you make under this service, but we have no obligation to do so. If we choose to impose the stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

Processing: We'll start processing your funds transfer the same Business Day if we receive it and complete our security procedures before the Cutoff Times we establish. In order to complete our processing before the Cutoff Times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit Account you designated in your Instructions. We are not obligated to accept or process funds Transfers that exceed your daily limit, which may change over time. All of the funds Transfers sent from all your Accounts within your User ID before the established Cutoff Time for each Business Day will count towards your daily limit. If you need to initiate a funds Transfer in excess of your limit, call your branch services representative.

Cancelling: You have the right to cancel Consumer International Funds Transfers at no cost to you within thirty (30) minutes after you have authorized us to send it. Please see the section Consumer International Funds Transfers for more information on canceling Consumer International Funds Transfers. For all other funds Transfers, once you have submitted a funds Transfer for the current Business Day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your funds Transfer due to the Transfer being delayed by more than five Business Days; if we do cancel your funds Transfer we'll notify you.

Modifying: Once a funds Transfer has begun processing, we will not be able to change any type of funds Transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the funds Transfer request, you will be responsible for the transfer you initially requested.

Internal Review: A scheduled funds transfer requests may be subject to an internal review, which includes the recipient, and may not be approved. In addition, we may need to contact you to verify information about your funds transfer during that internal review. During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the funds transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

Any action we take to detect an erroneous or unauthorized wire transfer order will be taken at our sole discretion. No matter how many times we such an action, it will not become part of our standard procedures for attempting to detect such erroneous or unauthorized wire transfer orders, and we will not in any situation be liable for failing to take or to correctly perform the action.

Notifications: We will update the online wire transfer activities page in the Mobile Services and MBG Online regarding the status of your wire transfer. We may also send you an email notification or text message on the status of your funds transfer. If we send you an email we will use an email address you have provided. If we send you an SMS message, we will use a mobile number you have provided. We may also notify you verbally of the status of your transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your funds transfer. You may use Online Services, Mobile Services, or contact us at a MBG branch for the status of your Transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a transfer is only an indication that we've received your request and not an indication that we've accepted your transfer.

Identifying Number: We, or any other bank involved in the funds transfer, will complete your funds transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. You acknowledge that you are responsible for providing us with all information required by the Payee's bank, including the reason for payment, if required. Sending wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. ***You further acknowledge the Payee account number and Payee bank identification number (e.g., IBAN, RTN, IRC, and/or SWIFT BIC) you provide in connection with a wire transfer will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.***

Recurring and Future Dated Funds Transfers: You may request a Future Dated (one-time) or recurring funds Transfer to an established recipient from your account. It is your responsibility to update or change any monthly payments details. Recurring funds transfers will begin processing on the same calendar day that you established it unless the calendar day is a non-Business Day, and then it will begin processing on the next Business Day. You may cancel a Future Dated or recurring funds Transfer before 11:59pm ET on the calendar day before the funds Transfer is scheduled to begin processing, either via our Online Services, Mobile Services or by contacting us during business hours.

5.3.1.1 Online Wire Transfers - Foreign Exchange

We will send US Dollar wires to international recipients via our Online and Mobile Services. We do not send non-dollar wires or receive non-dollar wires via our Online and Mobile Services. If you require these services, please contact a Branch Services representative at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET.

5.3.1.2 Online Wire Transfers - Fees

We may charge a fee when you use our online wire transfer services based on your account agreement or fee schedule in effect when the wire is sent from your account, or for certain business accounts, based on the terms in effect when your next available account analysis is performed. Other financial institutions involved in the transfer, may deduct processing fees and/or charges from the amount of the wire transfer. Any deductions taken by us, and our affiliates, may include processing fees charged by MBG. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

5.3.1.3 Online Wire Transfers - Rules and Laws

The use of online wire transfer service is subject to all applicable U.S. federal and state laws, regulations, rules and funds transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your funds transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws. If you make a Consumer International Funds Transfer, it is also subject to additional federal laws and regulations.

5.3.1.4 Online Wire Transfers - Contact Us in the Event of an Error

In case of errors or questions about your wire transfers, please contact us using the online message center through modernbank.com or as follows:

Main Phone Number:	+1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET
Via email at:	branchservices@modernbank.com
Written Correspondence:	Branch Services Modern Bank, N.A. 410 Park Avenue, Suite 830 New York, NY, 10022

If you notify us that we did not transfer the full amount stated in a wire transfer order, our sole liability will be to correct the error as required by applicable law. If we execute an instruction in excess of the amount stated in a wire transfer order, to the extent that you, as the originator of the Order (the "**Originator**") do not receive the benefit of the wire transfer order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the wire transfer order instructions. Additionally, we will be liable for the amount of interest the Originator has lost due to the transfer of the excess amount, computed at the then current federal funds rate. However, our liability for loss of interest shall be limited to twenty (20) calendar days' interest. We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a funds transfer request we accepted and subtracted from your account was either in error or not authorized.

Except for any Consumer International Funds Transfer, in the event of an error or unauthorized funds transfer, you agree to notify us within 30 days after we deliver a statement reflecting the transfer or otherwise make such a statement available. You agree that we are entitled to retain payment for a funds transfer unless you notify us within this 30-day period.

Except as otherwise agreed in writing (or otherwise specifically provided herein), we are liable only for damages required to be paid as provided under Uniform Commercial Code Section 4A. We will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any funds transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, Communication Service Provider failures, natural disasters, equipment or system failures, labor disputes, wars or riots.

5.3.1.5 Online Wire Transfers - Consumer International Funds Transfers

This section contains additional terms applicable only to Consumer International Funds Transfers. This section does not apply to any funds transfer request for delivery to a beneficiary in the United States, to any funds transfer request initiated by a non-consumer, or to any funds transfer request initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this section and a provision in the rest of this Agreement, or in the agreement governing your funding account, the provision in this section will control with respect to Consumer International Funds Transfers.

Prior to sending a Consumer International Funds Transfer, we will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the beneficiary, the amount and description of any fees and taxes imposed by us, the total USD amount of the transaction, the amount and description of any fees imposed by intermediaries or our agents, and the amount that will be received by the beneficiary. In addition to the items above, you will also be provided the date the funds are to be made available to the beneficiary, error resolution and cancellation right information and other disclosures. This will be provided either at the time you authorize the funds transfer or on a receipt provided after you've authorized your transaction.

Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any funds transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. **IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

You have the right to cancel Consumer International Funds Transfers at no cost to you within 30 minutes after you have authorized us to send it.

If you think there has been an error or problem with your Consumer International Funds Transfer, call us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET, or visit a Branch or send an email to branchservices@modernbank.com. You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient.

When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the recipient, and if you know it, their telephone number or address;
- The dollar amount of the transfer; or
- The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three Business Days after completing our investigation and will advise you of any remedies that may be available to you. If no response is received, we will refund your account for the applicable remedies. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

5.3.2 Online Payment Services - General Terms

You authorize us to remove funds from your designated Pay From Account for all payments that you initiate and you agree to have sufficient available funds on the Send On Date or Payment Date for each such payment you schedule. If there are insufficient available funds to cover a Current Day payment it will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On Date we will reject the request. In the alternative, if sufficient available credit or funds are not in your account on the Send On Date or Payment Date, we may try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days.

WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES.

5.3.2.1 Online Payment Services - Bill Payments

Bill Payment can be used to make one-time or recurring payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (sometimes referred to as the "Bill Payment" or other trade name or trademark as determined by us from time to time). You must have an eligible checking account with us in order to make bill payments. We reserve the right to determine eligibility and to restrict categories of Payees to whom Bill Payments may be made in our sole discretion.

To make Bill Payments, you must designate one of your Eligible Accounts with us as your Pay From Account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: you agree not to use Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.

To protect your Account, we may place a daily dollar limit on the maximum value of Bill Payments sent from your Eligible MBG Accounts, even if your available balance is higher than the daily limit. We may temporarily reduce your limits without notice, for security or risk management purposes. We may refuse to process any transaction that exceeds the applicable limits or to protect the security of your Account or the transfer system. We may modify this limit in our sole discretion at your request, and you acknowledge that a modified limit may not be reflected in this Agreement.

To use Bill Payments you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through Bill Payments.

You further authorize us to update or change any of your Payee information (including but not limited to changes to account information, Payee name and mailing address) as requested or provided by your Payee, the U.S. Post Office or pursuant to any updates or changes through other tools and resources we may use from time to time to effectuate the Bill Payment. When we receive a payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your From Account. You authorize us to charge your designated Pay From Account for all payments that you authorize through the Bill Payments. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Items drawn on your Pay From Account, and/or electronically debit your Pay From Account for the purpose of making payments. We are authorized to accept any Items drawn on the Pay From Account on presentment and charge the Pay From Account even though it does not bear your signature where such Item has been issued as part of Bill Payments. Such Items may originate from us or any financial institution in the United States used by us or any of our agents.

Because your payment Instructions are transmitted to us on your computer or mobile device, the payment will not be sent to your Payee with the Payee's payment stub. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted. We remit two types of payments on your behalf to your Payees - ACH and paper check, depending on your Payee's determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By Date for all subsequent payments and if the Payee provides us with sufficient notice, for the most current payment. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On Date will be changed accordingly for all subsequent payments. In case of payment delivery errors, we will modify the payment Delivery Method accordingly, i.e. if an electronic payment is undeliverable or Payee cannot accept an electronic payment due to a temporary issue, the payment may be resubmitted by check.

Once an electronic payment is indicated on screen as "Processed", we no longer control or receive updates on the payment status and you will need to contact your Payee for further information. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result.

While we anticipate that most transactions will be delivered by the Deliver By Date, you acknowledge and agree that due to circumstances beyond our control, particularly delays due to internal fraud review, or in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account.

FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

Canceling Bill Payments: You may cancel any Pending bill payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your Pay From Account by the following Business Day. You may not stop a Bill Payment after the Cutoff Time has passed.

Duplicate Payments: If you submit a duplicate Bill Payment request, an error message may be displayed on our website, but you may choose to bypass the message and schedule the payment. No error message will be displayed for duplicate payments made through different methods and the payments will be processed as normal.

Stale Dated Payments: Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 180 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we may notify you and credit your Pay From Account. We have no liability to you, your Payee or any other Person for refusing payment on any check that remains outstanding after the end of the negotiable period.

Merchant or Payee Limitation: We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you make a payment which is prohibited under this Agreement.

We will use commercially reasonable efforts to make all your Bill Payments properly. However, we shall

incur no liability if we are unable to complete any Bill Payments initiated by you because of the existence of any one or more of the following circumstances:

- If you have not provided us with the correct account information, or the correct name, address, phone number, or account information for the Payee;
- If your From Account balance is not sufficient to complete the Bill Payment;
- If you are unable to schedule a Bill Payment because you have exceeded the daily risk management limits;
- If you are unable to schedule a Bill Payment because the merchant you wish to pay does not participate in this service;
- The Expedited Bill Pay Service is not working properly and you know or have been advised about the malfunction before you execute the transaction; and/or
- Circumstances beyond our control (such as, but not limited to, Communication Service Provider outages, fire, flood, or other items outside our reasonable control) prevent the proper execution of the Bill Payment transaction.

5.3.2.2 Online Payment Services – Expedited Bill Payments

Expedited Bill Pay Service allows you to pay your bills faster. In most instances, through Expedited Bill Pay Service you can make a bill payment the next Business Day. Except as otherwise set forth below, the terms of the Bill Pay Service apply to your use of Expedited Bill Pay Service. Expedited Bill Pay Service is not available for all Payees. You can only make payments using Expedited Bill Pay Service to those Payees that have registered with our Expedited Bill Pay Service system. You may not stop, cancel, or edit payment using Expedited Bill Pay Service because your payment request is processed immediately. You may not schedule recurring payments or payments to occur at a future date using the Expedited Bill Pay Service.

For risk management and security purposes, the Expedited Bill Pay Service limits the number of payments and the total amount of payments that you may make per day. We may modify these limits from time to time; however, for security reasons, we do not disclose the limits and we do not announce any modifications thereto. In any event, funds transfers in excess of the then applicable limits will not be completed.

You will not be able make a payment using the Expedited Bill Pay Service for an amount greater than your From Account balance at the time you attempt to schedule the payment.

You will not receive a separate statement for transactions conducted through the Expedited Bill Pay Service. These transactions will be noted on your regular periodic statement.

Payments using Expedited Bill Pay Service are subject to a convenience fee. Please contact us to discuss and review our Expedited Bill Pay Service fees and charges. If you choose to proceed with using the Expedited Bill Pay Service, you authorize us to debit your eligible deposit Account in the amount indicated, which will include your payment request and the applicable convenience fee. Fees for using the Expedited Bill Pay Service are in addition to the standard charges for your eligible deposit Account that apply without regard to your use of the Expedited Bill Pay Service. You understand and agree that

we may from time to time change or impose additional charges in connection with your use of the Expedited Bill Pay Service.

5.3.3 Online ACH Collections Services – For Business Accounts Only

To use the ACH Collections Service you must maintain a checking account with us and designate one of your eligible checking accounts with us as your Primary Account for the ACH Collection of recurring monthly service fees. You may designate any of your eligible checking accounts with us as your To Accounts for any of your ACH Collections. You agree to use the ACH Collections Service only for collections from Payors located within the United States unless specifically approved by MBG for international Payors and you agree to use the ACH Collections Service only to issue Instructions for lawful purposes. To use the ACH Collections Service you must provide sufficient information online to us to properly identify your Payor(s) (including whether a Payor is an individual or a business), direct your collection and permit the Payor to identify you as the originator of the Debit Entry to the Payor's account. You must complete all required fields with accurate information, as directed by the ACH Collections Service screen messages. By providing us with the names and account information of those Payors to whom you wish us to collect funds, you authorize us to follow the Instructions that we receive through the ACH Collections Service.

You further authorize us to update or change any of your Payor information as requested or provided by your Payor. When we receive a collection Instruction in your name (either Current Day or Future Dated), we will originate a Debit Entry to the Payor's account on your behalf. All ACH Collections (other than recurring ACH Collections) that are initiated on any non-Business Day or after the Cutoff Time on any Business Day, will reflect a Send On Date of the next Business Day.

Canceling Collections: You may cancel any Pending Collection via the ACH Collections Service if you do so no later than the Cutoff Time on the Send On Date. You may not stop or cancel a Collection after the Cutoff Time has passed. You may not amend or modify Instructions or Pending ACH Collections once they have been scheduled.

You may utilize the ACH Collections Service to make requests for the collection of your Current Day and Future Dated ACH Collections, and recurring ACH Collections from your Payor. We may, from time to time, establish minimum and maximum transactional and daily dollar limits on ACH Collections that may be initiated via the Services which we may impose in our discretion and at our option. You further agree to take all appropriate measures to ensure the accuracy of the Instructions you submit. If you schedule recurring ACH Collections and the Send On Date falls on a non-Business Day, the Send On Date (i.e., the day the ACH Collection will begin processing) will be moved to the immediately preceding Business Day but the ACH Deliver By Date of the ACH Collection will remain unchanged. If the ACH Deliver By Date of a recurring ACH Collection falls on a non-Business Day, both the Send On Date and the ACH Deliver By Date will be moved to the immediately preceding Business Day.

Fees: For information about what fees may apply to the ACH Collections Service for your MBG account, you should refer to the applicable fee schedule which can be found on the MBG website (www.modernbank.com).

Cutoff Times; ACH Deliver By Date: All transmissions to us must be completed by our established Cutoff Times in order for processing to commence on the same Business Day. Any transmission completed and received after such Cutoff Times will be processed on the following Business Day. The current Cutoff Time for making an ACH Collection is 4:00 pm ET. Funds due from Current Day Collections made before the Cutoff Time will be added to the balance in your Deposit To account on the ACH Deliver By Date (i.e. at least one (1) Business Day after the Send On Date) subject to the return or reversal of the Debit Entries by the Payor's bank. Those funds will become available three (3) Business Days after the ACH Deliver By Date, subject to the return or reversal of the Debit Entries by the Payor's bank. Repeating ACH Collections will be credited to your Deposit To account on the ACH Deliver By Date for the particular recurring ACH Collection (i.e., at least one (1) Business Day after the Send On Date for that recurring ACH Collection). Those funds will become available three (3) Business Days after the ACH Deliver By Date, subject to the return or reversal of the Debit Entries by the Payor's bank. Any ACH Collection that is returned or reversed by the Payor's bank will be charged to the Deposit To account. MBG reserves the right at any time to delay the availability of funds transferred into the Deposit To account by Debit Entry until such time as such Debit Entry cannot be reversed in accordance with the Clearing Rules.

Duplicate Entries: Duplicate ACH Collections entered for the same amount, Payor name and ACH Deliver By Date may or may not be processed in our sole discretion.

Exposure Limits: MBG may from time to time establish or revise maximum dollar limits for the aggregate value of all outstanding Debit Entries that MBG will release on your behalf. Such limits will be subject to revision or cancellation by MBG at any time without prior notice.

Collections via ACH: ACH Collections where MBG is the originating depository financial institutions ("ODFI") are transmitted via ACH. ACH Collections are allowed only to Payors with accounts at ACH member banks. You may receive a notification if there is a problem or an error with the information you originally transmitted.

Clearing Rules: Your issuance of Instructions and our processing and release of such Instructions to the ACH system shall be pursuant to the terms of this Agreement and the Clearing Rules. The relationship between us and you with respect to ACH Collections we originate in your name based on your Instructions, shall be governed by the terms of the applicable Clearing Rules, except as otherwise provided in this Agreement or other agreements you have with us. We and you shall be bound by the Clearing Rules as in effect from time to time.

Rejections & Returns: We may notify you of any Instructions which we reject or any Debit Entries which are rejected or returned by the RDFI. You shall be responsible for any correction and re-submission to us of appropriate Instructions. If a Debit Entry is returned or reversed for any reason after we have credited the To Account or if final settlement for a Debit Entry is not received by us for any reason, we will charge back the amount of such Debit Entry to the Deposit To account or claim a refund from you.

Reversal: Requests can be initiated only by calling us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET within two (2) Business Days of the transaction settlement date. The transaction settlement date is generally the same day as the ACH Deliver By Date. Reversal requests received after the expiration of such period will not be honored. Reversal requests are accepted under the express understanding that MBG does not guarantee that the request will be honored by the RDFI.

Name/Identifying Number Inconsistencies: In processing and transmitting Instructions and Debit Entries issued in your name, MBG may rely upon the identifying numbers (e.g., bank routing number and/or Payor account numbers) of any bank or Payor identified in the Instructions. The RDFI may debit the account of the Payor on the basis of an account number, even if it identifies a person different from the Payor. You assume full responsibility for any inconsistency between name and identifying number of any bank or Payor in Instructions issued in your name and in any Debit Entries processed and transmitted by MBG therefrom.

Warranties; Indemnity: You shall obtain all authorizations necessary to enable MBG to perform the ACH Collections Service by Debit Entries and shall furnish MBG with copies of such authorizations if requested. Except as specified below, you shall be deemed to make the same warranties to MBG as MBG is deemed to make under the Clearing Rules, and MBG shall have no responsibility with respect to matters so warranted by you. In the case of On-Ups Entries, such warranties shall be deemed to apply as of the time MBG first processes such On-Ups Entries. You shall not be deemed to warrant, however: (a) the power of MBG under applicable law to comply with the requirements of the Clearing Rules; or (b) the conformity of Debit Entries transmitted by MBG to the file specifications contained in the Clearing Rules. You further represent, warrant and acknowledge that each Debit Entry you originate shall comply with all applicable U.S. laws and regulations.

Cancellation of the ACH Collections Service: You can cancel the ACH Collections Service by calling us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET. When you call us, we may also require you to put your request in writing. When you cancel the ACH Collections Service, you will no longer be able to access any of your ACH Collections Service features. Fees applicable to the ACH Collections Service may continue to apply for up to two months after you cancel the ACH Collections Service. You may not receive a refund of any fees if your ACH Collections Service is cancelled. When you cancel the ACH Collections Service, such cancellation will have no impact on the other Services or account relationships, if any, with us.

5.3.4 Online ACH Payment Services – For Business Accounts Only

You can use the ACH Payment Services to send an ACH Payment from your eligible checking account to a Payee's account. Only Business Customers who enter into an applicable agreement with us may use the ACH Payment Services. Same-Day ACH Payments are subject to the terms and pricing applicable to ACH Payments, but additional terms and fees may also apply. All payments made through the ACH Payment Services are subject to review for fraud, regulatory or compliance purposes, and such review may result in a transaction being delayed or rejected. We may notify you when a transaction cannot be processed on the original Send On Date. You must supervise persons you have authorized to use the ACH Payment Services on your behalf. You are responsible for your authorized users' use of the ACH Payment Services.

You must give us all the information we need to complete your ACH Payment. When you send us Instructions, you authorize us to complete your Instructions. You authorize us to electronically debit the From Account listed in your Instructions. You may only send ACH Payments to Payees in the United States with accounts at ACH member banks. You authorize us to update your Payee's information if your Payee asks us to do so. You may be notified when we update a Payee's information.

You additionally agree that you will make the necessary changes on your systems when we update a Payee's information at their request and notify you.

ACH Payment Services allows you to designate payees by type of payment. The service supports payments to both personal and business accounts. The Deliver By Date must be at least one Business Day in the future.

We may limit the amount of money you can send in one (1) ACH Payment or in one (1) day. We may establish lower transaction limits for you and may block or reject any transaction that exceed(s) the limit(s). You may receive notification when a transaction is blocked or rejected. For Same-Day ACH transaction we may establish lower transaction limits for you and may block any attempted Same-Day ACH transaction that exceed(s) the limit(s). We may adjust the limits at any time in our sole discretion with or without notice to you.

We must receive your Instructions before the Cutoff Time to send it on the same Business Day. The Cutoff Time for making a Standard ACH Payment is 4:00 p.m. ET. Same-Day ACH Payments must be authorized before 2:00 p.m. ET. Same-Day ACH Payments not authorized by the Cutoff Time for the day will be scheduled for the next available Same-Day ACH Payment delivery, which may be the next Business Day, unless cancelled. While this may result in the a later Send On Date, but these transactions may still be charged a Same-Day ACH Payment fee.

Same-Day ACH Payments not authorized before the stated Cutoff Time will expire after 48 hours. If we receive your Instructions after the Cutoff Time, we may still debit your account that day. We will debit your Pay From Account based on the ACH Deliver By Date you choose.

You must have enough funds available in your From Account on the Send On Date to complete your ACH Payment. If you do not have enough funds available, we are not required to follow your Instructions. We are not liable for failure to pay any ACH payment if you do not have enough funds available in your From Account, or if there is another problem with your From Account. If you do not have enough funds for a Current Day ACH payment, we may reject your Current Day ACH payment Instructions. We will not retry the Current Day ACH payment. If you do not have enough funds on the morning of the Send On Date for a Future Dated ACH payment, then we may:

- reject your Instructions;
- overdraw your account(s) and complete the ACH Payment; or
- try to debit your account up to two (2) more times on the next two (2) Business Days.

You may cancel any not completed or Pending ACH payment by the Cutoff Time on the Send On Date. If we already debited your From Account, we will refund the funds for the cancelled ACH payment by the following Business Day.

Fees: For information about what fees may apply to the ACH Payment Service for your MBG account, you should refer to the applicable fee schedule which can be found on the MBG website (www.modernbank.com).

ACH Deliver By Date: We cannot guarantee your ACH Payment will be delivered on the ACH Deliver By Date you choose. Usually the ACH Deliver By Date will be the Business Day after the Send On Date, but it may take longer. The Send On and Deliver By Dates for Same-Day ACH payments initiated prior to the Cutoff Time will be the same. After the Cutoff Time, the Deliver By Date will change to the next Business

Day. It may take longer for the Payee's bank to post the ACH Payment. We are not responsible for the timeliness of funds availability at the Payee's bank.

Duplicate Entries: We will make duplicate ACH Payments entered for the same amount, Payee and ACH Deliver By Date if you have enough funds available on the Send On Date.

ACH Clearing Rules: The Clearing Rules govern the Debit Entries we send on your behalf unless you and we agree otherwise. You and we are bound by the Clearing Rules. We may audit your compliance with the Clearing Rules. A credit instruction by a RDFI to the Payee is provisional until the RDFI receives final settlement. If the RDFI does not receive settlement, the RDFI may refund the amount previously credited, and in that event you are not deemed to have paid the Payee the amount of such credit instruction.

Rejections; Returns: We may reject your Instructions for any reason. You may receive notification when we or the RDFI reject or return your Instructions. You must correct and re-send any rejected Instructions you still want to send.

Reversals: You can request a reversal by calling us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET within two (2) Business Days of the ACH Deliver By Date. We do not accept late reversal requests. We do not promise the RDFI will honor your request. When you start a reversal request, we credit your From Account for the reversal and may place a hold on the funds for up to seven (7) Business Days. If the RDFI does not accept the reversal request, we will debit the amount of the reversal request from your From Account. We will also debit the From Account for the reversal if we do not receive final settlement.

Name/Identifying Number Inconsistencies: We may rely on the identifying number of any bank or Payee in your Instructions. The RDFI may credit or debit the Payee's account based on an account number, even if the account number identifies a person different from the Receiver. You are responsible for any differences between the name and identifying number of any bank or Receiver in your Instructions.

Indemnity. Except as specified below, you make the same warranties to us as we make under the Clearing Rules. We do not have responsibility for such warranted matters. In the case of On-Us Entries, your warranties apply at the time we first process an On-Us Entry. You do not warrant: (a) our power under applicable law to comply with the ACH Clearing Rules; or (b) the conformity of entries transmitted by us to the file specifications contained in the Clearing Rules. You represent, warrant and acknowledge that each Entry you originate will comply with all applicable U.S. laws and regulations. In addition to your indemnification obligations set forth elsewhere in this Agreement, you will indemnify, defend, and hold the MBG Indemnified Parties and the RDFI, as applicable, harmless from and against any and all Losses in connection with any third party claim resulting or arising from: (i) our transmittal of Entries following your Instructions; and (ii) our or the RDFI's compliance with your request.

Cancellation of the ACH Payment Service: You can cancel the ACH Payment Service by calling us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET. When you call us, we may also require you to put your request in writing. When you cancel the ACH Payment Service, you will no longer be able to access any of your ACH Payment Service features. Fees applicable to the ACH Payment Service may continue to apply for up to two months after you cancel the ACH Payment Service. You may not receive a refund of any fees if your ACH Payment Service is cancelled. Cancelling ACH Payment Service will have no impact on the other Services or account relationships, if any, with us.

6. MBG Deposit Capture and Account Aggregation Services.

6.1 Mobile Check Deposit – Consumer and Business

In order to enroll in Mobile Check Deposit service (the “**MCD Service**”), you must be designated as an authorized signer or owner of a MBG checking or savings account (each, an “**Eligible MCD Account**”). The MCD Service is designed to allow you to make certain deposits to an Eligible MCD Account electronically by using our Mobile Services and a capture device (such as a smartphone or tablet) to (i) create electronic images, by scanning, the front and back of an Item and (ii) transmit it and related data to us or our designated processor for review and processing.

You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. You agree to follow any and all other procedures and instructions for use of the MCD Service as we may establish from time to time. As conditions to us providing this service, you shall (i) maintain the Eligible MCD Account(s) in good standing, (ii) subscribe to the MCD Service and (iii) comply with such restrictions on the MCD Service as we may communicate to you from time to time.

You agree that: (a) after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof; (b) you shall be solely responsible for the original Item, including storage, retrieval and destruction; and (c) the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing. If we receive a scanned Item at or before 11:00 p.m. ET on a Business Day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 11:00 p.m. ET or on non-Business Day, we will consider that the deposit was made on the next Business Day.

You understand that Items submitted using the MCD Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC.

The maximum amount you may deposit through the Service for bank accounts is \$5,000 per day. However, we may allow transactions that exceed your limits, and if we do so, we may increase or decrease that amount (but not below the disclosed limits) without notice. We may temporarily reduce your limits below these disclosed limits without notice for security or risk management reasons. We reserve the right to modify the foregoing limits, and/or impose limits on the number of deposits that you transmit using the Service from time to time, and will notify you to the extent required by law.

We may, at our discretion, return or refuse to accept all or any part of a deposit to your Eligible MCD Account using the MCD Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.

All of your deposits using the MCD Service will be reflected on MBG account statements, as applicable, and in your online account activity. You may also receive a receipt on your mobile device at the time the deposit is completed through the MCD Service.

All Items deposited using the MCD Service must display the endorsement “For Mobile Deposit Only” with the endorsement on the right side of the screen. Deposits without this endorsement may be rejected.

The image of an Item transmitted to us using the Service must be legible. If the electronic files and/or images transmitted to us with respect to any Item do not comply with our or our processor’s requirements for content and/or format, we may, in our sole discretion:

- further transmit the Item and data in the form received from you;
- repair or attempt to repair the Item or data and then further transmit it;
- process the Item as photocopies in lieu of originals; or
- return the data and Item to you unprocessed and charge back your account.

You represent, warrant, and covenant to us that:

- any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- the information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- 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 that has already paid;
- you will not redeposit through the MCD Service any Item previously deposited and returned to you unless we advise you otherwise;
- you will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- you will use the MCD Service only to transmit Items that originated as paper Items;
- you will only transmit Item(s) that are drawn on or payable at or through banks located within the United States; and

6.2 Remote Deposit Capture – For Business Accounts Only

Remote Deposit Capture service (the “**RDC Service**”) allows you to make certain deposits to an Eligible Account electronically by using a remote capture device to create an electronic image of the front and the back of an Item by scanning the Item and transmitting it and related data to us via our online platform (the “**RDC System**”).

The Bank requires you to complete a Remote Deposit Capture agreement prior to activating the service and will provide to you the image scanner device (the “**Scanner**”) necessary to use the RDC System. You agree to use the Scanner in a manner consistent with the terms of this Agreement and any other applicable agreement with us, the Scanner provider, or any other applicable third party. We make no warranties of merchantability or fitness for a particular purpose or any other warranty, express or implied, regarding the Scanner, including without limitation, your use or inability to use, or its installation. If the Scanner fails, please contact us for a replacement Scanner. We are not responsible for any errors or failures relating to any malfunction of the Scanner, nor for any computer virus or related problems that may be associated with the use of the Scanner. You must maintain software and operating system

patches and updates, and you must install, maintain and update a current antivirus system to ensure that no Items or files you transmit to us will contain any viruses or other harmful, intrusive or invasive codes. You agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. You further agree to install and implement within five (5) Business Days any changes or upgrades to the RDC Services or RDC System and/or hardware or software as required by us from time to time, including, but not limited to those intended to ensure compliance with regulatory change or to protect the integrity and security of the Service.

To the maximum extent allowed by applicable law, we disclaim any responsibility for, and you hereby release us from, any and all Losses resulting from, or related to, any computer virus or related problem that may be associated with using the Scanner, the RDC Service, the RDC System, electronic mail or the Internet.

You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing. If we receive a scanned Item at or before 4:00 p.m. ET on a Business Day we are open, we will consider that day to be the day of deposit. If we receive a scanned an Item after 4:00 p.m. ET or on a non-Business Day, we will consider that the deposit was made on the next Business Day.

Your deposit of an Item via the RDC Service is subject to our verification and final inspection process. We are not responsible for Items we do not receive or images that are dropped during transmission. We may at any time deposit a check image or return all or part of a deposit of multiple check images to you without prior notice or without any liability to you. We are under no obligation to inspect or verify a check image to determine accuracy, legibility or quality of the check image or MICR line information associated with the check image, or for any other purpose. However, we may correct or amend MICR line information associated with a check image to facilitate processing of the check image or a substitute check created from that check image.

We may return or refuse to accept all or any part of a scanned Item using this service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.

Digitized images are deemed received upon confirmation by us of successful receipt of the transmission of the images that are complete and usable. If the digitized images are not complete, or are not useable, the images may not be processed by us, in which event your deposit will be adjusted and notification may be provided to you.

If the electronic files and/or images transmitted to us with respect to any Item do not comply with our or our processor's requirements for content and/or format, we may, in our sole discretion:

- further transmit the Item and data in the form received from you;
- repair or attempt to repair the Item or data and then further transmit it;
- process the Item as photocopies in lieu of originals; or
- return the data and Item to you unprocessed and charge back your account.

You represent, warrant, and covenant to us that:

- any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- the information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- the Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- 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;
- you will not redeposit through the RDC Service any Item previously deposited and returned to you unless we advise you otherwise;
- you will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- you will only transmit items that originated as paper Items;
- you will comply with all laws and regulations applicable to you in your use of the RDC Service and not use the RDC Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority;
- if you are depositing Items on behalf of Account Owner(s), the Account Owner has authorized you to negotiate the Item and electronically transmit the Item; and
- you will not scan Items from a location outside of the United States.

Your account(s) will be charged for any Item that is later returned to us owing to an actual or alleged breach of any such representation or warranty. You agree not to use the System to deposit or otherwise process: (i) Items for which you are not a holder in due course; (ii) third party checks, unless prior approval has been obtained from the us in writing; or (iii) substitute checks, except those which have been returned to you for any reason. Any previously truncated and reconverted substituted check must be physically deposited with the Bank.

Any credit to your account for Items deposited using the RDC System is provisional. If the original Items deposited through the RDC System are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including but not limited to issues relating to the quality of the image, we may charge back your account the amount of the original Item and provide you an image of the original Item, a paper reproduction of the original Item, or a substitute check. You will reimburse us for all Losses caused by or relating to the processing of the dishonored, rejected or returned Item.

If an Item is dishonored, rejected or otherwise returned for any reason, we may charge your applicable account for the returned Item, whether or not the return is timely and proper, and may either:

- Return the Item to you; or
- Re-present it to the Payor financial institution before returning it to you.

If a payor financial institution or other third party makes a claim against the Bank or seeks a recredit with respect to any Item processed, we may:

- Provisionally freeze or hold aside a like amount in your account pending investigation and resolution of the claim;
- Immediately suspend your use of the RDC System and Scanner or the processing of any Items if hawse have reason to believe that there has been a breach in the security of the RDC System and Scanner or fraud involving your account(s) or Item(s), or we have any uncertainty as to the authorization or accuracy of Items, including the right to process Items on a collection basis at any time; and/or
- Refuse to process any non-conforming Items, including without limitation any Items that do not meet the definition of a "check."

We are excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or Communication Service Provider outages, equipment failure, war, emergency conditions or other circumstances beyond our control. In the event of any of the foregoing failure or delays, you are instructed to make a deposit directly with us including the original Items for processing and presentment provided that they have not been previously imaged and processed in connection with the RDC Service. In addition, we are excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in us having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if we would otherwise violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other governmental authority.

You agree that after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the Item. You further agree that you shall be solely responsible for the original Item(s), including storage, retrieval and destruction. After you receive confirmation that we have received the image, you agree to securely store the original check for at least ninety (90) days after transmission to us. While the original Item is in your possession, you agree to use a high degree of care to safeguard the original check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original Item or unauthorized use of the information on the Item. You shall take appropriate security measures to ensure that only authorized personnel shall have access to the original Item, that the information contained on the Item shall not be disclosed, and that the original Item will not be duplicated, will not be scanned more than one time, and will not be represented, redeposited or negotiated in any way.

Upon request from us, you will promptly, but in any event within three (3) Business Days, provide to us the retained original Item to aid in the clearing and collection process, to resolve claims by third parties or for audit or fraud loss prevention purposes. If not provided in a timely manner, the amount of such Item may be reversed from your account. After the retention period expires, you shall stamp "VOID" on and destroy the original Item by shredding it or by any other commercially reasonable permanent deletion manner that does not allow the original Item to be accessed by an unauthorized Person and in a manner that the original Item is no longer readable or capable of being reconstructed. You agree to be responsible to us for any Losses we may incur as a result of your failure to comply with the above provisions. You will notify us immediately by telephone at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET, followed by written confirmation at Modern Bank, N.A. 410 Park Avenue, Suite 830. New York, NY, 10022 if you learn of any loss or theft of original Items.

We will provide you with periodic statements that will identify the deposits that you make using the RDC Service. In addition, you may have access to the Online Services for information about your deposits, deposit adjustments, checks and other debit transactions on your account. It is your responsibility to promptly examine all such information that we make available to you in a timely manner to verify that the deposits made through the RDC Service have been received and posted to the appropriate account and are accurate. Receipt of any Item by us does not constitute acknowledgement by us that the item is error-free or that we will be liable for the Item. You agree to immediately notify us of any errors, omissions or discrepancies in a deposit. You agree to cooperate in any investigation of any unsuccessful or lost Item or image transmission. Subject to applicable law, any failure by you to promptly notify us of any error, omission or other discrepancy in accordance with this Agreement and your other agreements with us shall relieve us of any liability for error, omission or discrepancy regarding an Item.

It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You agree to take appropriate steps to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to your agents, representatives, employees or officers are protected and kept confidential. We are entitled to act upon instructions we receive with respect to the Service under your User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We undertake no obligation to monitor transactions through the RDC System to determine that the transactions are made on behalf of the account holder. We have no responsibility for establishing the identity of any Person who uses your User ID, Password, or Authentication Method. You agree that if you give your User ID, Password, or Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your User ID, password, or authentication method will have access to the RDC Service. You assume full responsibility for the consequences of any unauthorized use of or access to the RDC System or the RDC Service by your agents, representatives, employees, officers or any other Persons with or without your authorization.

If you believe that your User ID, Password or Authentication Method has been lost or stolen, or that someone has accessed the RDC System without your permission, notify us immediately by calling at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET or by email at branchservices@modernbank.com.

Subject to the terms and conditions of this Agreement, we hereby grant you a non-exclusive, non-transferable, revocable license to:

- Use the RDC System and Scanner for those portions of the RDC Service selected by you, solely for processing Items in connection with your own business operations, in accordance with the terms of this Agreement and solely on authorized equipment; and
- Copy any data actually delivered to you solely for archival or backup purposes.

You agree to establish and maintain reasonable:

- Precautions and use commercially reasonable efforts to protect the confidentiality and security of the RDC System and Scanner;
- Measures to protect the RDC System and Scanner from unauthorized copying, dissemination, disclosure or other unauthorized use; and
- Provisions to maintain a complete and accurate list of all locations where you have loaded and use the RDC System and Scanner, and make such list available to us upon request.

In addition, you agree not to at any time either directly or indirectly:

- Copy or use the RDC System or Scanner except as expressly authorized by this Agreement;
- Sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the RDC System or Scanner to others;
- Use the RDC System or Scanner for third party training, commercial time sharing or service bureau use;
- Alter, change, modify or otherwise create derivative works of the RDC System or Scanner; or Reverse engineer, disassemble or decompile the RDC System or Scanner, except to the extent expressly permitted by applicable law.

If you or any third party take such action we shall have the right to immediately terminate the license to the RDC System and Scanner.

You acknowledge and agree that all right, title and interest in and to the RDC System and Scanner, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the RDC System and Scanner are owned exclusively by us and our licensors and are protected under United States patent, copyright, trademark and trade secret laws of general applicability and contain and represent valuable rights of us and our licensors. No other license or interest in the RDC System or Scanner, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.

In addition, you agree not to at any time either directly or indirectly:

- Challenge the scope, validity or ownership of our (or our licensors') intellectual property rights in the RDC System or Scanner;
- Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;
- Assert any ownership rights to the RDC System or Scanner; or
- Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the RDC System, Scanner or any packaging, and shall include any copy of the RDC System or Scanner, any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to the RDC System or Scanner, or any right, title, interest or license in or to any trademark of us or our licensors, but only a limited right of use (revocable in accordance with the terms hereof). You hereby assign to us and/or our licensors, as directed by us, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to the RDC System or the intellectual property rights to the RDC System, and any other computer code using any of the RDC System.

You agree to:

- Cooperate with us and our licensors to protect the RDC System and Scanner, including in connection with any lawsuits or disputes;
- Promptly notify us and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the RDC System or Scanner; and
- In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the RDC System or Scanner by others, you:
 - Grant us and our licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
 - Agree that we or our licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

You can cancel the RDC Service by calling at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET. When you call us, we may also require you to put your request in writing. When you cancel the RDC Service, you will no longer be able to access any of your RDC Service features. You will not receive a refund of any service fee if the RDC Service is cancelled. At the cancellation of the RDC Service you are required to return the Scanner to us by posting it to us at Modern Bank, N.A. 410 Park Avenue, Suite 830 New York, NY, 10022.

You agree to pay the fees as outlined in the RDC Schedule of Fees which can be downloaded from the MBG website (www.modernbanking.com). These fees may change at our discretion and without notification.

6.3 Account and Transaction Data Aggregation Service

The Bank provides the ability to use the Aggregation Service to transfer transaction and balances data to Quicken® or QuickBooks® (the “**Aggregation Software**”). Using the Aggregation Service requires that your computer:

- uses a commonly accepted and recently updated operating system;
- has installed the most recent version of the Aggregation Software;
- uses a commonly accepted and recently updated version of an HTML compliant internet browser supporting Transport Layer Security (TLS) encryption;
- has software to read PDF documents; and
- is connected to the internet.

You must regularly install updates as they become available to you for your internet browser, your computer’s operating system, and the Aggregation Software.

You access the Aggregation Service through a direct connect to the Aggregation Software that you have selected and purchased or otherwise obtained from a third-party. The Aggregation Service acts upon the instructions that it receives from you through your Aggregation Software, and the Aggregation Service communicates information to your Aggregation Software (e.g., balance reports and account reconciliation).

We are not responsible for your Aggregation Software’s communications connection to and from the Aggregation Service. Neither we nor our service providers have any responsibility or liability for the quality, suitability, fitness, merchantability, non-infringement, connectivity, operation or functionality of your Aggregation Software or your Aggregation Software’s communications with the Aggregation Service.

Our responsibility, as otherwise limited in this Agreement, is to (a) use commercially reasonable care in executing the instructions that we actually receive from you (or by use of your Access IDs as defined below) from your Aggregation Software and its communications connection, and (b) accurately transmit the Aggregation Service’s information to the communications connection used by your Aggregation Software.

Although the Aggregation Service is designed to work with your Aggregation Software, we and our service providers do not make any endorsement, guarantee, warranty or representation to you regarding your Aggregation Software.

At all times, your selection of and reliance upon your Aggregation Software, and changes made from time to time to your Aggregation Software, is solely your responsibility. Even though your Aggregation Software can be used with more than one financial institution, the Aggregation Service is limited to eligible MBG accounts.

All trademarks, service marks and trade names referenced in this material are the property of their respective owners. QuickBooks® is a registered trademark of Intuit, Inc.; Quicken® is a registered trademark of Intuit, Inc. used under license.

Your online access ID and password and/or any other identifying codes for access to the Service (collectively, your "Access IDs") are used to provide access to your accounts and may be used by your Aggregation Software to access your balance and transactional data. For security purposes, we may suspend, revoke or cancel your online Access IDs at any time without prior notice. You must take all necessary precautions to safeguard your Access IDs. You are solely responsible for maintaining the confidentiality of your Access IDs. You also agree not to reveal any of your Access IDs to any Person not authorized by you to use the Aggregation Service. You also agree to immediately (i) change your Access IDs, and (ii) notify us, if any of your Access IDs are compromised.

We may charge a fee for using the Aggregation Service. Please see modernbank.com for our latest schedule of fees.

7. Fraud Detection and Debit Card Control Services

Positive Pay (collectively "**Positive Pay Service**") is an automated cash management service offered by us to protect Business Customers from check fraud. Reverse positive pay (the "**Reverse Positive Pay Service**") is a fraud prevention service offered by the Bank to businesses. It works by providing business clients with a daily report of all Items presented for payment. The business reviews this report and flags any Items that appear suspicious or fraudulent. We will then stop payment on those Items. . The ACH Debit Block Service works by blocking all ACH debits from your account, preventing any transactions of this kind from being authorized.

These data matching services comprised of the Positive Pay Service, the Reverse Positive Pay Service, and the ACH Debit Block Service are usable only by Business Customers and are collectively referred to as "**Fraud Detection Services**".

The Fraud Detection Services are tools that you may select for eligible checking accounts to help you manage and control risks associated with the payment of Items as well as ACH debits presented against your accounts by enabling you to decide which Items are to be paid or returned unpaid as well as which ACH debits are to be allowed or blocked.

For each eligible checking account, you may elect to enroll that account in the ACH Debit Block Service and either the Positive Pay Service or the Reverse Positive Pay Service or neither of them; provided, however, that you may not enroll an account in both the Positive Pay Service and the Reverse Positive Pay Service at the same time. When using Fraud Detection Services, it is a best practice to monitor the security dashboard daily for pending transactions.

You must maintain a checking account with us to use the Fraud Detection Services. Not all checking accounts are eligible for the Fraud Detection Services, and we may change eligibility criteria and which checking accounts are eligible for any or all of the Fraud Detection Services at any time. Subject to checking account eligibility, you may also elect to unenroll a checking account from one of the Fraud

Detection Services and to enroll that account in the other Fraud Detection Services at any time, but a change in the Fraud Detection Services may result in a gap period during which none of the Fraud Detection Services is available with respect to that account for a few days.

You take all responsibility for any liability, loss or damage occurring during or related to that gap period and to work with us to minimize any liability, loss or damage occurring during or related to that gap period.

To activate and use the Fraud Detection Services, you request activation by calling the Branch Services team on +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET. Each activation will require you to complete our Fraud Detection Services agreement. Activation of the Fraud Detection Services is subject to our approval, and we may require you to enter the service activation codes that we may provide to you. The Reverse Positive Pay Service is available for use the next Business Day after activation.

The estimated activation date for use of the Positive Pay Service will be within three (3) to seven (7) Business Days after enrollment. Submission of Positive Pay Issuance Information (as defined below) is required for Positive Pay Service activation. Positive Pay Issuance Information submitted for Items issued before the activation date and presented to us for payment before the activation date will not be subject to the Positive Pay Service. The ACH Debit Block Service will be activated within two (2) Business Days upon enrollment. Any changes made to an existing ACH Debit Block Service will be effective within two (2) Business Days after you make the change.

No representation or warranty of any kind or description is intended or to be inferred from the name "Fraud Detection Services," which is a name given for the Positive Pay Service, the Reverse Positive Pay Service, and the ACH Debit Block Service available as data matching tools for your use with Online Services to aid you to discharge your responsibility to prevent errors and fraud that may exist with respect to Items presented against your accounts.

7.1 Positive Pay Service

Issuance Information: You will provide us, by 12:00 p.m. ET on the day on which you issue Items on a eligible checking account enrolled in the Positive Pay Service, via Online Services or another mutually agreed upon transmission method, the following issuance information for each Item: (i) account number; (ii) Item serial number (i.e., check number); (iii) dollar amount; (iv) issue date; and (v) Payee (collectively, the "**Positive Pay Issuance Information**"). The Positive Pay Issuance Information provided by you must be exactly as it appears on the Item, including the punctuation thereof, and be provided to us without abbreviation or truncation.

Discrepancies/Default Decision is Return: We will compare the Positive Pay Issuance Information provided by you with the corresponding information contained on the Items presented to us. If Items are presented to us for which we have not received any Positive Pay Issuance Information or containing information different from the Positive Pay Issuance Information for that Item you provided, we will notify you by means of Online Services or another transmission method selected by us, on the Business Day following the Business Day on which the discrepant Item is presented to us. We will provide you with information about any discrepancy in the account number, Item serial number (i.e., check number), or

dollar amount thereof. You may then view the discrepant Item via Online Services, and shall advise us via Online Services or another transmission method selected by us by the 12pm ET (the “**Positive Pay Service Cutoff Time**”) on that same Business Day whether you authorize that Item for payment (the “**Positive Pay Presentment Decision**”). We are entitled to rely on any instructions which we receive from you and reasonably believe to be genuine. In the event that you fail to inform us of your Positive Pay Presentment Decision about any discrepant Item by the Positive Pay Service Cutoff Time, we are authorized to return such discrepant Item, unless otherwise agreed to in writing between you and us, and to charge a returned check fee to your account for such Item or to any of your other accounts.

Item Payment: We are authorized to pay any Item drawn on any account enrolled in the Positive Pay Service for which: (a) we receive Positive Pay Issuance Information, provided the Positive Pay Issuance Information matches the corresponding information for the Item, or (b) the Item is otherwise properly payable. We are not obligated to maintain signature cards for your account and whether or not we do maintain signature cards; in no event shall we be obligated to inspect any Item for the presence or authenticity of any signature or whether or not the signature is authorized.

You acknowledge and agree that our adherence to these procedures, in lieu of signature examination, shall constitute the exercise of commercially reasonable care by us in handling Items presented for payment against such account.

Over the Counter Presentment for Encashment: We may, without liability to you, refuse to pay any Item presented for cashing at any of our branch locations. If an Item drawn on an account enrolled in the Positive Pay Service is presented for cashing at one of our Branch locations, you authorize us to pay or decline such Item based on the Positive Pay Service information at the teller line. We may charge a Person who cashes an Item drawn on your account a fee if that person is not our customer. You agree to unconditionally release, indemnify and hold the MBG Indemnified Parties harmless against any and all losses in connection with any third party claim resulting or arising from an Item being cashed over-the-counter, including our refusal to cash any Item.

Voided Items. You agree to indicate in the Positive Pay Issuance Information that an Item is void with respect to Items that are not in circulation.

Stop Payments: If you are not in possession of the original Item (or have not otherwise destroyed the original Item while in your possession) and you wish to stop payment for such Item, then you must place a stop payment order for such Item through our Mobile Service or Online Banking Service or by calling the branch (fees maybe applicable via for stop payments services).

7.2 Reverse Positive Pay Service

Paid Information: For each Item drawn on an account enrolled in the Reverse Positive Pay Service and presented to us for payment that is in an amount greater than any threshold amount that you may establish, we will notify you, by the Business Day following presentment of the Item, the following information via Online Services or another mutually agreed transmission method: (v) account number; (w) Item serial number (i.e., check number); (x) dollar amount, (y) issue date and (z) Payee (collectively, the “**Reverse Positive Pay Information**”). You shall have the responsibility of comparing the Reverse

Positive Pay Information with your issuance information for each Item. We shall have no liability for any discrepancy for any Item drawn on an account that is in an amount less than or equal to the threshold amount for that account established by you.

Discrepancies/Default Decision is "Pay": If, on the basis of the Reverse Positive Pay Information provided to you, you determine that an Item presented to us should not be paid, then, you will initiate, by means of Online Services or another transmission method selected by us, by the Reverse Positive Pay Service Cutoff Time on the Business Day after the Business Day of presentation of an Item to us, a request to return the discrepant Item (the "**Reverse Positive Pay Presentment Decision**"). You shall provide details of any such discrepant Item to us including your account number, Item serial number, Payee, Issue Date and dollar amount. We are entitled to rely upon any Reverse Positive Pay Presentment Decision which we receive and which we reasonably believe to be genuine. Your failure to review our transmission of Reverse Positive Pay Information or failure to initiate a Reverse Positive Pay Presentment Decision by 12 pm ET (the "**Reverse Positive Pay Service Cutoff Time**") for any Item will result in the payment of any such Item unless otherwise agreed to in writing by us.

Item Payment: We are authorized to pay any Item drawn on any account enrolled in the Reverse Positive Pay Service for which we provide Reverse Positive Pay Information and do not receive a timely Reverse Positive Pay Presentment Decision. We will return any Item for which a timely Presentment Decision to return an Item is received. We are not obligated to maintain signature cards for your account and whether or not we do maintain signature cards, in no event shall we be obligated to inspect any Item for the presence or authenticity of any signature or whether or not the signature is authorized. You acknowledge that our adherence to these procedures, in lieu of signature examination, shall constitute the exercise of commercially reasonable care by us in handling Items presented for payment against your account.

Over-the-Counter Presentment: If an Item on any account enrolled in the Reverse Positive Pay Service is presented for cashing at one of our Branch locations, you authorize us to pay the Item as long as we follow our usual and customary over-the-counter procedures (as amended from time to time). We may charge a Person who cashes an Item drawn on your account a fee if that person is not our customer. You agree to unconditionally release, indemnify and hold the MBG Indemnified Parties harmless against any and all Losses in connection with any third party claim resulting or arising from an Item being cashed over-the-counter, including our refusal to cash any Item. You acknowledge and agree that the Reverse Positive Pay Service may provide little, or no, protection to you with respect to Item presentment over-the-counter for cashing at our Branches.

Unavailability of Service: In the event of a service disruption involving the Digital Platforms, generally, or the Fraud Detection Services, specifically, we may, but shall not be obligated to, extend applicable Cutoff Times, or to fax, email or otherwise send Positive Pay Information and/or Reverse Positive Pay Information to you, and we may, but shall not be obligated to, designate alternative procedures for utilization of the Fraud Detection Services and for us to receive Positive Pay Issuance Information, Positive Pay Presentment Decisions, and Reverse Positive Pay Presentment Decisions.

Notwithstanding anything to the contrary contained in this Section: (a) if we do not receive any Positive Pay Presentment Decision about any discrepant Item by the Positive Pay Service Cutoff Time, we may

return such discrepant Item, and (b) if we do not receive any Reverse Positive Pay Presentment Decision with respect to any Item by the Reverse Positive Pay Service Cutoff Time, we may pay any such Item.

7.3 ACH Debit Block Service

Authorized Originators. Upon enrollment in the ACH Debit Block Service, we will only allow originators that you designate as being authorized to initiate electronic funds transfers on the ACH network (the “**Authorized Originator**”) to post ACH debits to account(s) that you enroll. You are solely responsible for providing us with all of the necessary and correct information to add an Authorized Originator, including an ACH Company ID, and we will not be liable for any transaction that we block or fail to block based on the information provided by you. You should confirm the ACH Company ID with each intended Authorized Originator before adding them. When enabled, ACH Debit Block allows you to review and override your existing instructions to block or unblock certain of your ACH transactions being processed. You agree to the following when this feature is enabled and you choose to use it:

- We will present you with information on eligible ACH debits that are attempted to be withdrawn from your enrolled Accounts to enable you to decide on a per transaction basis whether to pay or return each attempted ACH debit. We cannot guarantee that all eligible ACH debits will be presented to you. We have no responsibility for, and shall not be liable to you in connection with, any failure to present such information;
- You must provide your instructions using the interface provided for ACH Debit Block Service by the ACH Debit Block Service Cutoff Time. If you fail to do so, we will process the ACH debit per your general Instruction;
- We are entitled to rely on any Instruction which we receive from you and reasonably believe to be genuine; and
- We are authorized to process an ACH debit in accordance with your existing instructions if you take no action to override your instructions, or your instructions to override are defective or untimely.

The option to review will be automatically enabled for new enrollments but can be disabled by calling us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET.

IF YOU REMOVE THE ACH DEBIT BLOCK SERVICE FROM ANY ACCOUNT, ANY ORIGINATOR WILL BE ABLE TO POST ACH DEBITS TO THAT ACCOUNT, AS THEY WOULD HAVE BEEN ABLE TO DO BEFORE YOU ENROLLED THAT ACCOUNT IN THE ACH DEBIT BLOCK SERVICE.

Blocked Originators: Upon enrollment in the ACH Debit Block Service, we will block all attempts to post ACH debits to your account by all originators not designated as an Authorized Originator. For clarity, any originator not designated as an Authorized Originator by you is a blocked originator. To illustrate, the Internal Revenue Service as well as other taxing authorities will be blocked originator unless you expressly authorize them as Authorized Originators.

Transaction Limit: If you set a transaction limit for any Authorized Originator, we will: (i) allow that Authorized Originator to post ACH debits to your account up to the transaction limit you set for that Authorized Originator; and (ii) block the full amount of an ACH debit any Authorized Originator attempts

to post to your account if the ACH debit is over the applicable transaction limit.

If you do not set a transaction limit for an Authorized Originator, that Authorized Originator may debit your account up to the limit established by the Clearing Rules.

Transactions Not Affected by Blocking. This ACH Debit Block Service does not apply to certain transactions. Notwithstanding any of the foregoing, the following types of ACH transactions will not be blocked:

- Debits to your account to offset any ACH credit entries originated by you through us;
- Reversals of previously-received ACH credit entries;
- Returns or reversals by the RDFI of ACH Debit Entries originated by you through us;
- Reclamation Debit Entries;
- Debits to your account initiated by us or our agent or affiliate to correct processing errors, effect back valuations, or make other adjustments, or for fees, charges, or other amounts you owe us;
- Debits to your account that we post pursuant to our internal procedures in order to comply with applicable law, rules, and regulations (including payment system rules or guidance); and
- Debits to your account for any transaction originated before you enrolled in the ACH Debit Block Service.

We may override your ACH Debit Block Service authorizations and take a different action on your behalf under certain circumstances as listed below. We may override your ACH debit instructions and return certain ACH debits you approve if:

- there are insufficient funds in your Account to cover the Debit Entry;
- a stop payment was previously placed on the transaction;
- we determine the transaction must be returned for fraud, risk-management, legal, or regulatory reasons; or
- the ACH Debit Block Service is unavailable.

We may override your ACH debit instructions and process certain ACH debits you decide to return, including ACH debits we process per our internal procedures, to comply with any legal requirement, payment system rule or guidance.

7.4 Debit Card Controls

You can set up and manage your Debit C preferences with the Debit Card controls feature in Online Services and/or MBG Mobile. While Debit Card controls can help you manage your Debit Card usage, this feature is separate from the authorization of Debit Card transactions that occurs when you use your Debit Card for purchases and withdrawals. We aren't liable for transactions that were authorized by a card holder before or after a control setting is placed on the card. Setting up transaction amount limits does not alter the Debit Card limits as outlined in the Debit Card agreement. Debit Card controls won't stop a payment or guarantee against overdraft, fraud, or unauthorized transactions. If there is more than one Debit Card linked to an account, Debit Card controls set for one card won't impact any of the other cards.

7.4.1 Debit Cards – SecureLOCK – Consumer Only

MBG SecureLock allows you to lock or unlock your card. If you “lock” the card, we will not allow purchases or withdrawals until you “unlock” it. This excludes any previously authorized transactions such as recurring payments or withdrawals from your card or posting of refunds, reversals, or credit adjustments to your account. Locking your Debit Card does not mean that you reported your card lost or stolen. Lock or unlock you card call the MBG Call Center on 800-236-2442. Once the operator has verified your identify you will be able to lock or unlock you Debit VISA® card.

7.4.2 Debit Cards – Other Secure Features

Transaction limits: You can allow transactions up to a certain dollar amount to help manage your spending. Setting up transaction amount limits does not alter the Debit Card limits as outlined in this Agreement or any other agreement between you and us.

Merchant categories: You can allow or decline certain transactions based on the type of merchant. This includes the ability to block merchant categories such as gas stations, travel, entertainment, restaurants, groceries and pharmacies, apparel and accessories, houseware/hardware stores, office supplies, and utilities.

International Transactions: You can allow or decline the ability to make international transactions. Additionally, you can allow or decline international transactions by country. Transactions originating from countries sanctioned by the Office of Foreign Assets Control (OFAC) will be declined regardless of your custom card settings. The list of these countries will be updated without prior notice to you as mandated by OFAC. For a list of fees applicable to international transactions please see the schedule of consumer fees which can be downloaded from www.modernbank.com.

Transaction Methods: You can choose which transaction methods you want to allow or decline on your card, including online purchases, ATM withdrawals, contactless payments, and more. Turning any of these transaction methods off won't affect any recurring transactions you have currently set up.

Notifications and Alerts: If you enable push notifications on your device, we'll automatically send you notifications based on the card controls you set. You can send a push notification for any and all attempted transactions. For example, you can choose to receive notifications when you make a transaction:

- that exceeds the transaction amount limit you've set;
- through a merchant category that you've allowed or declined;
- using a transaction method that you've allowed or declined; or
- in a country where you've allowed or declined the ability to use your Debit Card.

We'll send the notifications in real time to your device, so you'll always know exactly when the activity took place. Your mobile carrier's message and data rates may apply, and your carrier is responsible for the delivery of notifications.

Availability of Service: We'll make commercially reasonable efforts to decline transactions and/or send notifications based on your Debit Card control settings, but we can't guarantee that transactions will be declined or that notifications will be sent.

You acknowledge that these features are reliant on Communications Service Providers and other factors beyond our control. Disruptions in these systems may result in transactions going through even if you have set specific Debit Card controls. There may be times when the Debit Card controls feature is unavailable.

Termination: We may terminate or suspend your Debit Card service at any time without advance notice. You may disable or change some or all of the features (thus terminating the service) by using the Debit Card controls feature via Mobile Services or Online Services.

8. Security.

8.1 License Agreement

Nothing in this Agreement conveys to you an interest in or to the Systems, and we provide you only a limited right of use which we can revoke and terminate. The Systems are not sold to you, and all rights not expressly granted herein are reserved to MBG and its licensors. MBG and its licensors own all right, title, and interest in and to the Systems. No license or other right in or to the Systems is granted to you except for the rights specifically set forth in this Agreement.

8.2 Eligible Mobile Device

You may access the Mobile Services through an Eligible Mobile Device, and you understand that you agree to take every precaution to ensure the safety, security, and integrity of your accounts and transactions when using the Mobile Services. You agree not to leave your Eligible Mobile Device unattended while logged into the Mobile Services and to log off immediately upon the completion of each access session. If your Eligible Mobile Device is lost, stolen, or used without your authorization, you agree to make the appropriate or necessary changes to disable the use of the Eligible Mobile Device including contacting your wireless telecommunications provider to effectuate such change. You understand that there are risks associated with using a mobile device, and that in the event of theft, loss, or unauthorized use, your confidential information could be compromised. You agree not to use a mobile device that has had its operating system modified to allow for the installation of unauthorized software when accessing your account online. Accessing your accounts with a device that has been modified in an unauthorized manner increases the risk of your accounts being compromised.

8.3 Passwords and Other Sensitive Information

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Digital Platforms and Services, you agree to protect and keep confidential your Card numbers, account numbers, PINs, User IDs, Passwords, or other means of accessing your accounts via the Digital Platforms or Services. We may at our option change the parameters for your Password without prior notice to you, and if we do so, you will be required to change your Password the next time you access the Digital Platforms or Services.

The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts. It could also permit

unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, user IDs, and/or Passwords to any person or entity, including any employee or agent, and an unauthorized transaction is made by someone other than you and without your permission, tell us at once. Telephoning us is the best and fastest way of keeping your possible losses to a minimum.

8.4 Errors and Questions

If you think your statement has an error, or if you need more information about a transaction listed on it, contact us as follows:

Main Phone Number: +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET

Via email at: branchservices@modernbank.com

Written Correspondence: Branch Services
Modern Bank, N.A.
410 Park Avenue, Suite 830
New York, NY 10022

For personal accounts only, the following procedures apply:

We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the first statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

If you tell us by phone, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate your complaint or question—if we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error so you can use the money while we complete our investigation. If we ask you to put your complaint or question in writing and don't receive it within ten (10) Business Days, we may not credit your Account. For errors involving

new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to provide a provisional credit to your Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will revoke any provisional credit and send you a written explanation. At your request, we will provide copies of the documents we used in our investigation.

For Business Accounts, our practice is to follow the procedures described above, but we are not legally required to do so, and we may make exceptions in our sole discretion. For example, we are not required to give provisional credit, or to finalize the claim during the periods stated above. We require you to notify us no later than thirty (30) days after we sent or otherwise made available to you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized.

For Consumer Accounts, if you tell us within two (2) Business Days after you learn of the loss or theft of your Card, Card number, PIN, User Id and/or Password, you could lose no more than \$50 if someone used your credentials without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card, Card number, PIN, User IDs and/or Passwords, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to \$500. Also, if your Account statement shows transfers that you did not make or authorize, including those made by your Card, Card number, PIN, User ID, Password, or other means, and you do not notify us within sixty (60) calendar days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized transactions that occurred after the sixty (60) calendar day period and before you provided notice to us (if we can prove we could have stopped those transactions had you promptly notified us). This will apply even to unauthorized transactions that occur shortly before you notify us. If extenuating circumstances kept you from telling us, we may extend the time periods.

For all Accounts, if you believe someone may attempt to use or has used the Digital Platforms or Services to access your accounts without your permission, that any of your Passwords or User IDs have been lost or stolen, or that any other unauthorized use, including Transfers, or security breach has occurred, you agree to immediately notify us at +1-212-323-1125 Monday to Friday between 9:00am and 4:00pm ET and in the event that you cannot reach us by emailing us branchservices@modernbank.com.

If you permit any other Person, including any data aggregation service providers, to use the Digital Platforms, any Service, or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are authorizing any transactions and activities performed by them and are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by any Person to whom they may provide that personal and account information.

You agree:

- To assist us in the investigation of claims for unauthorized transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us;
- To notify us promptly in writing if any user of a Card is no longer employed by you or authorized to conduct business on your behalf; and
- That by allowing anyone to use your Card, or by failing to exercise ordinary care (such as storing your PIN with your card or selecting your birthday as your PIN), you will be responsible for all authorized and unauthorized transactions.

ACCOUNT ACCESS THROUGH THE DIGITAL PLATFORMS OR SERVICES IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE DIGITAL PLATFORMS OR SERVICES, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

If you have a VISA® consumer debit card (and in certain cases, a non-consumer VISA® debit card), you are not liable for any unauthorized card transactions if you notify us within five (5) Business Days of an unauthorized card Transaction. However, these special provisions do not apply where you were negligent or fraudulent in the handling of your Account or Card.

8.5 Business Customers – Employee Access Provisions

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Digital Platform or Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a Person with access to a Password leaves the employment or is no longer a representative of the entity to which that Password has been assigned.

8.6 Business Customers - Access and Security Manager Online Service

The Access and Security Manager Online Service is a feature that allows Business Customers to delegate certain functions of the Online Services to one or more sub-users. In the following sections, the term “you” and “your” means the business entity applying for or using the Online Services. If you are the Account Administrator, the terms “you” or “your” also mean you in your capacity as an authorized representative of a business entity in whose behalf you utilize the Service and you in your individual and personal capacity with respect to your Consumer Accounts, including Consumer Accounts you link to a Business Account for access to the Online Services (and not in your capacity as representative of the

business for which you are the Account Administrator).

You agree not to request that a Business Account be linked to a Consumer Account (or vice versa) if the Business Account allows multiple signers to transact on the account.

8.7 Authority of Account Administrator

You authorize the Account Administrator to appoint any number of Authorized Users to access, view and/or transact on your accounts via the Online Services, to communicate with and receive communications from us via the Online Services, and you hereby ratify and confirm any and all such activities of the Account Administrator, whether currently existing or in the future, and whether or not such activities are within the scope of authority you granted to the Account Administrator. You further authorize any Authorized User designated by the Account Administrator to access, view and/or transact on your accounts via the Online Services and to communicate with us via the Online Services, and you hereby ratify and confirm any and all activities of such Authorized Users, whether currently existing or in the future, and whether or not such activities are within the scope of authority you granted to the Account Administrator. You hereby delegate to any Authorized User, any right you have to receive communications from us relative to issues communicated to us by such Authorized User via the Online Services or otherwise. You are responsible for maintaining the security of any User IDs and Passwords issued to any Authorized User or Account Administrator and for any financial transactions performed or information received using such user IDs and Passwords to the fullest extent allowed by law. You are also responsible for the administration, monitoring and control of any Authorized Users in connection with their use of the Online Services.

You understand and agree that each Account Administrator is authorized to: (a) request us to issue User IDs, Passwords or any other security code or device to be used in connection with the Online Services; (b) receive, act upon, use and disseminate for use by others on your behalf all such User IDs, Passwords, codes or devices and all documents and correspondence assigning, confirming or otherwise containing same; and (c) receive and act upon all other notices, documents and correspondence from us respecting the Online Services including any changes or supplements to this Agreement.

You understand and agree to advise us immediately of any changes in the identity of the Account Administrator(s). Access to the Online Services by the Account Administrator as provided herein shall continue until such time as you have given us written notice of any changes to the Account Administrator and until we have had a commercially reasonable time to act upon such notice. You further understand and agree that changes to the Account Administrator will not automatically affect the access or entitlements of the Authorized Users to your accounts via the Online Services. It is your responsibility to maintain the entitlements of the Authorized Users at all times; provided, however, that we may at our option and without liability to you, suspend access to the Online Services to any User at any time, without prior notice, if we deem it to be reasonably necessary under the circumstances to do so.

8.8 Linking Business and Consumer Accounts

You understand that by providing access by an Authorized User to your Consumer Accounts that you

are authorizing such Authorized User to: (a) view and access such accounts; (b) perform any and all transactions available on the Online Services relative to such accounts; (c) communicate with us about such accounts; and (d) receive communications from us about such accounts. You hereby ratify and confirm any and all of the foregoing activities of any Authorized User on your Consumer Account, whether currently existing or in the future, and whether or not such activities are within the scope of authority you intended to grant such Authorized User. You are responsible for maintaining the security of any User IDs and Passwords issued to any Authorized User in conjunction with access to your Consumer Accounts, and for any financial transactions performed or information received using such User IDs and Passwords to the fullest extent allowed by law. We shall have no liability to you, your representatives, heirs and assignees for allowing Authorized Users such access to your Consumer Accounts that you, as Account Administrator, have linked for the Online Services. You represent that if the Consumer Account is a Joint Account with another individual that you have obtained the permission of such individual to allow access by the Authorized User prior to adding such Authorized User and you are responsible for any and all claims arising from your failure to do so. You understand and agree to advise us immediately of any changes in the authority of the Authorized Users to access your Consumer Accounts. Access to your Consumer Accounts via the Online Services by any Authorized Users you have designated shall continue until such time as you have changed the profile of such Authorized Users to prevent such access. It is your responsibility to remove access to your Consumer Accounts by any Authorized Users within the Online Services prior to withdrawing or terminating your position as Account Administrator and you are responsible for any and all claims arising from your failure to do so. You further understand and agree that any subsequent Account Administrator on a Business Account will have access to your Consumer Accounts that you may have linked for the Online Services (including any and all online history with respect to such Consumer Accounts) until you have requested us to remove such accounts and we have a commercially reasonable time to act upon such request.

8.9 Account Administrator - Indemnity

In addition to the indemnities set forth in the Additional Terms and Conditions, you shall indemnify, defend and hold the MBG Indemnified Parties harmless from and against any and all Losses in connection with any third party claim resulting or arising from: (a) failure by you or your Account Administrator to abide by or perform any obligation imposed upon you or your Account Administrator under the Agreement; (b) the actions, omissions or commissions of you and your agents, including your Account Administrator and any Authorized User relating to the Services; (c) any delay in the execution of any of your Instructions to add, delete or modify the access rights of any Account Administrator or any Authorized Users until we have a commercially reasonable opportunity to act upon any notice given in accordance with the terms of this Agreement.

9. Additional Terms and Conditions.

9.1 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE, OUR AFFILIATES, ANY OF OUR THIRD PARTIES, AND ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL (INCLUDING ANY LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF GOODWILL, OR DIMINUTION OF VALUE), PUNITIVE, OR EXEMPLARY DAMAGES THAT ARISE FROM, REGARD OR RELATE TO, OR RESULT FROM THE ACCESS TO, USE OF (OR INABILITY TO ACCESS OR USE), OR AVAILABILITY OF (OR LACK THEREOF) THE DIGITAL PLATFORMS, SERVICES, OR PRODUCTS, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT WE MAY RELY ON THE PAYMENT DETAILS, INSTRUCTIONS, AND RECIPIENT DETAILS THAT YOU PROVIDE AND THAT WE, OUR AFFILIATES, AND OUR THIRD PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES FOR RESOLVING PAYMENT DISPUTES OR OTHER DISPUTES REGARDING SENDING, RECEIVING, OR REQUESTING MONEY THROUGH THE DIGITAL PLATFORM, SERVICES, OR PRODUCTS WE OFFER.

We will have no liability to you or any third party, whether in contract, tort (including negligence), or otherwise, for any Loss in connection with this Agreement, Accounts, or any Services (including delay in processing, transmittal, or settlement of any transaction or availability of funds), arising out of: (i) your acts and omissions in connection with this Agreement, the Accounts, or Services, including your failure to comply with this Agreement; (ii) your selection or non-selection of Services or features (including security procedures), regardless of suggestions made by us; (iii) your selection, operation, or maintenance of equipment, internet browser, hardware, software, systems, applications, and communication devices and facilities; (iv) our acts or omissions, provided they are taken/omitted in accordance with this Agreement or Instructions we reasonably believe were authorized, except to the extent of actual Loss caused directly by our gross negligence or willful misconduct (unless another standard is established by law); (v) failure, delay, or error of any Communications Service Provider, or other electronic method used in connection with the Digital Platforms or Services; (vi) acts or omissions of third parties, including signers; (vii) any Instruction we do not follow if we reasonably believe that the Instructions would expose us to potential loss or civil or criminal liability or conflict with customary banking practice; (viii) any transaction after an Account is closed; (ix) our exercise of our rights in this Agreement; (x) insufficient funds in an Account; or (xi) good faith errors resulting from a reasonable misunderstanding of any Instruction.

Any provision of this Agreement that limits our liability does not negate our duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit our liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest

extent permitted under that law. This Section shall survive termination of this Agreement.

UNLESS OTHERWISE PROHIBITED BY LAW, IN NO EVENT WILL OUR LIABILITY FOR ANY CLAIM(S) ARISING OUT OF THIS AGREEMENT, THE SERVICES OR THE DIGITAL PLATFORMS EXCEED THE LESSER OF: (i) THE TOTAL SERVICE FEES INCURRED WITH RESPECT TO THE ACCOUNT TO WHICH THE CLAIM(S) RELATE FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM(S); OR (ii) THE AMOUNT OF ACTUAL DIRECT DAMAGES DOCUMENTED BY YOU TO OUR REASONABLE SATISFACTION. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by applicable law.

9.2 Representations, Warranties, and Covenants of Customer

You represent, warrant, and covenant to us that:

- you are authorized to enter into this Agreement and to bind you and your business (as applicable) hereto;
- you shall obtain all written authorizations necessary to enable us to perform the Services and that are required by applicable law, rules, and regulations, and shall furnish us with copies of authorizations if requested;
- you will not use any Service which are prohibited under this Agreement;
- you will comply with this Agreement and all laws, rules and regulations applicable to you in your use of the Digital Platforms, Services, and Products, including those pertaining to: (a) exports or imports of software and related property; and (b) use or remote use of software and related property;
- you are authorized to have viewing access to any account that you access through the Digital Platforms or any Service;
- you will provide true, accurate, current and complete information about yourself and your accounts (including any External Accounts) and you will not misrepresent your identity or your account information (including any External Account information); and
- you will not use the Digital Platforms or any Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.

9.3 No Warranties by MBG

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT WE PROVIDE NO WARRANTIES REGARDING YOUR USE OF THE DIGITAL PLATFORMS AND SERVICES. THE DIGITAL PLATFORMS AND SERVICES ARE INFORMATION, SOFTWARE, HARDWARE, CAPTURE DEVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) PROVIDED ON AN “AS IS” “WHERE-IS” AND “WHERE AVAILABLE” BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE AND ANY OF OUR THIRD PARTY SERVICE PROVIDERS MAKE NO WARRANTY THAT THE DIGITAL PLATFORMS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE DIGITAL PLATFORMS, SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT

PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DIGITAL PLATFORMS AND SERVICES AND ALL INFORMATION, PRODUCTS, CAPTURE DEVICES, SOFTWARE, HARDWARE AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL PLATFORMS OR SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

9.4 Arbitration Agreement

You and we agree that, upon the election of either of us, any claims or disputes (as defined below) pertaining to the Digital Platforms, Products, or Services or this Agreement will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”).

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL, AND YOU AND WE ARE ALSO WAIVING ANY ABILITY TO ASSERT OR PARTICIPATE IN CLASS, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING, WHETHER IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

- What claims or disputes are subject to arbitration?

Claims or disputes between you and us about the Digital Platforms, Products, or Services or this Agreement are subject to arbitration. Any Claims or disputes arising from or relating to this Agreement or any prior agreements of similar type between us are included. Claims or disputes are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as “Claims.”

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court’s jurisdiction and proceeds on an individual basis.

- Can I (customer) cancel or opt out of this agreement to arbitrate?

You have the right to opt out of this agreement to arbitrate if you tell us within sixty (60) days of accepting this Agreement. Requests to opt out of this Agreement that are made more than sixty (60) days after the initial acceptance of this Agreement are invalid. If you already have pending litigation or arbitration against/with us when you accept this Agreement, any request to opt out of this arbitration clause will not apply to that litigation or arbitration. If you want to opt out, go to the Legal Agreements and Disclosures section of your modernbank.com profile or on the Mobile Services. Otherwise this agreement to arbitrate will apply without limitation. Opting out of this agreement to arbitrate will not affect the other provisions of

this Agreement. If you validly opt out of this agreement to arbitrate, your decision to opt out will apply only to this arbitration agreement and not any other arbitration agreement.

- What about class actions or representative actions?

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only.

YOU AND WE AGREE NOT TO:

- SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION, PRIVATE ATTORNEY GENERAL PROCEEDING, OR OTHER REPRESENTATIVE PROCEEDING;
- SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING DIFFERENT CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS WE AGREE;
- BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
- SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION, INCLUDING BUT NOT LIMITED TO PUBLIC INJUNCTIVE RELIEF.

Any question regarding the enforceability or interpretation of this section (“What about class actions or representative actions?”) shall be decided by a court and not the arbitrator. If a court determines that any of the terms of this section are legally unenforceable for any reason with respect to a Claim or request for relief sought in connection with a Claim, then you and we agree that the arbitration and litigation shall proceed as follows: (1) all Claims or requests for relief for which arbitration is legally enforceable must be filed and adjudicated in arbitration; (2) any Claims or requests for relief for which arbitration is not legally enforceable will be decided through litigation in court; (3) any Claims or requests for relief that are to be decided through litigation in court will be stayed pending completion of the arbitration of all other Claims or requests for relief; and (4) when litigation in court resumes, the Court may consider but will not be bound by any determination made by the arbitrator. By way of example, if a Claim seeks both public injunctive relief and other relief, and the prohibition on an award of public injunctive relief is found to be unenforceable, then the request for public injunctive relief will be decided in litigation in the court after Claims seeking other relief had been adjudicated in arbitration on an individual basis. For the avoidance of doubt, no arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

- Does arbitration apply to Claims involving third parties?

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, “you” includes any person who is listed on your account, and “we” includes us, all of our affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then “we” includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

- How does arbitration work?

The party filing a Claim in arbitration must select JAMS or the American Arbitration Association (“AAA”) as the arbitration administrator. That organization will apply its rules and procedures in effect at the time the arbitration is commenced. If there is a conflict between the applicable rules and procedures and this arbitration agreement and/or this Agreement, this arbitration provision and this Agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law and consistent with the FAA. A single arbitrator will conduct the arbitration and will apply applicable substantive law, including statutes of limitation, conditions precedent to suit, and recognized principles of equity, will honor claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the agreement between you and us (including the limitations set forth above).

- Is the arbitrator’s decision final? Is there an appeal process?

The arbitration ruling will be considered final and binding, and enforceable by any court having jurisdiction. No party may seek an appeal of the arbitration ruling, except as provided under the FAA.

- Who will pay for costs?

Unless the arbitration administrator waives your initial filing fee to commence arbitration, you are obligated to pay that fee but, if a settlement is reached between you and us prior to the hearing, we will reimburse you for up to \$500 for filing fees as part of the negotiated terms of the settlement. If a settlement is not reached prior to the hearing, we also will pay any fees for the arbitrator and arbitration administrator for the first two days of any hearing. If you are the prevailing party in the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. Except as provided above, all other fees will be allocated between you and us according to the arbitration administrator’s rules and applicable law.

- How do I (customer) file an arbitration claim?

Rules and forms may be obtained from, and Claims may be filed with, JAMS (www.jamsadr.com) or the AAA (www.adr.org). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

This Section shall survive termination of this Agreement.

9.5 Restrictions

You agree not to attempt to log on to the Digital Platforms or Services from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Digital Platforms from one of these countries may result in your access being restricted and/or terminated.

9.6 Privacy

Your privacy and the security of your information are important to us. Our online privacy policy and, where appropriate, our U.S. consumer privacy notice, as amended from time to time (available online at modernbank.com), apply to your use of the Digital Platforms and any of the Services. Our privacy notices, which include details about our information sharing practices and your right to opt out of certain information sharing, were provided to you when you opened your account with us.

9.7 Indemnity

You acknowledge and agree that you are responsible for your conduct while using the Digital Platforms and Services and agree to indemnify, defend, and hold harmless the MBG Indemnified Parties from and against all Losses to which the MBG Indemnified Parties may become subject that directly or indirectly arises out of any of the following events, whether actual or alleged:

- your use of the Digital Platforms, any Service or Product, or the use of the Digital Platforms or any Service or Product by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including privacy rights);
- your acts or omissions;
- breach by you or any Person acting on your behalf of any representation, warranty or covenant made in this Agreement or any other document or agreement;
- willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any other Person (other than us);
- any transmission or Instruction, whether or not authorized, acted upon by us in good faith and in reliance upon the User IDs and Passwords;
- your provision of any Service to a third party;
- our acting, purporting to act or disclosing any information in accordance with your authorization pursuant to electronic or other written instructions granting view only, view and update and view and transact privileges to the Services to your agent(s), attorney(s)-in-fact, or other third parties;
- your provision of a phone number, email address, information and photographs associated with recipients contained in your mobile device contacts, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance;
- any warranty or indemnity that we make with respect to an Item under any and all laws, regulations and industry and clearing house rules, including the Check Clearing for the 21st Century Act and Federal Reserve Board Regulations CC and J, applicable to the Items; and
- your infringement, misappropriation, or violation of any property or other right of any third party.

For purposes of clarity, if you are a business entity, the obligations under this Section 9.7 will extend to the acts and omissions of your employees, consultants, and agents.

We shall provide you with prompt notice of any third party claims and shall reasonably cooperate with you, at your sole cost, in your defense of any such claims; provided, however, you shall have no authority to settle any claim against any MBG Indemnified Party without the prior written consent of such MBG Indemnified Party (which consent shall not be unreasonably withheld).

We reserve the right to defend/control (at your expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle

any action or claims on our behalf without our prior written consent.

Your obligations under this Section 9.7 shall be in addition to any obligations contained in the other agreements between you and us, and shall survive termination of this Agreement.

9.8 Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Digital Platforms or Services to ensure the accuracy and completeness of such transaction(s). Except as otherwise provided by law, you assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected. In addition, you will bear the entire risk of loss, destruction and damage to the Digital Platforms and Services from any cause whatsoever, and no such loss, destruction or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

9.9 Authorization for Minors and Children to Access Digital Platforms and Services

If you choose to grant your child use or access to certain Digital Platforms and Services that are linked to your profile on the Digital Platforms, you acknowledge and agree that this Agreement, and any applicable digital wallet agreement or third-party wallet agreement, will apply to your child. You further agree and accept full responsibility for your child's use of the Digital Platforms and Services, including any liability that he or she may incur in connection with their use of the Digital Platforms or Services.

9.10 Intellectual Property

Licenses: The Digital Platforms offer a variety of content, products and services. We grant to you, for your personal or, if you are a business, internal business purposes only, a non-exclusive, non-transferable, limited and revocable right to access and use the Digital Platforms and Services, as well as any software, in object code. Any software provided through the Digital Platforms must be downloaded by you in the United States. You agree not to use the Digital Platforms or Services for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Digital Platforms without our prior written consent. To the extent we or our licensors make any software available to you via download on our website for use in conjunction with the Services, we hereby grant, and you hereby accept, for the term of this Agreement, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("**Software Products**") for use only directly in conjunction with its permitted use of the applicable Service.

Title and Ownership: You acknowledge and agree that: (a) other than your electronic records stored by the Digital Platforms or the Services, all content included in or available through the Digital Platforms and Services is the property of MBG and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights; (b) the compilation of all content on the Digital Platforms and Services

is the exclusive property of MBG and/or its licensors and is protected by copyright or other intellectual property rights; (c) the trademarks, logos, and service marks displayed on the Digital Platforms or Services (collectively, "Trademarks") are the registered and unregistered trademarks of MBG or third parties, and may not be copied, altered, modified, or changed; and (d) nothing contained on the Digital Platforms or any Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of MBG or the third party which has rights to such Trademark, as appropriate.

Except for the licenses granted to you under this Agreement, all rights, interest and title in and to the Digital Platforms and Services, associated content, technology, application, website(s) and Software Products, including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights in the Digital Platforms, Services, or Software Products. Your use of the Digital Platforms, Services, and Software Products is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Digital Platforms and Services. Without limiting the foregoing, you may not use the Digital Platforms, Services or Software Products (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect.

Use; You shall use the Digital Platforms, Services, and Software Products solely for your personal or internal business purposes. For purposes of this clause, you may not use the Digital Platforms or any Service or Software Product for time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Digital Platforms, Services, and Software Products.

You will notify us in writing regarding any unauthorized use or disclosure of the Digital Platforms, Services, or Software Products immediately after it becomes known to you.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, reverse compile, reverse-assemble, disassemble, attempt to derive the source code of, or modify, copy, or create derivative works of any portion of the Digital Platforms or any Services or Software Products; (b) display, assign, sublicense, distribute, export, resell, or otherwise transfer any interest in this Agreement or the Software Products to any third party; (c) remove any proprietary or intellectual property rights notices or labels on the Digital Platforms; or (d) otherwise exercise any other right to the Digital Platforms not expressly granted in this Agreement. We, or our licensors, own all right, title and interest, including all intellectual property rights (including all names, trade names, trademarks, service marks, slogans, logos or other indicia of ownership) in and to the Digital Platforms, Services, and Software Products (including the products and services accessed through the Mobile Services). No license or other right in or to the Digital Platforms, Services, or Software Products is granted to you except for the rights specifically set forth in this Agreement.

9.11 Installation, Training and Maintenance

Except as otherwise expressly set forth in this Agreement, you will be solely responsible for the installation, training and maintenance of the Digital Platforms, Services, and Software Products. It is your (and expressly not our) responsibility to establish reasonable backups, accuracy checks and security

precautions to guard against possible malfunctions, loss of data and unauthorized access.

9.12 Patent Infringement

In the event the Software Products become, or in our opinion are reasonably likely to become, the subject of a claim of infringement, you will allow us, at our option and expense, to replace the Software Products with a non-infringing alternative, modify the Software Products so that they become non-infringing or terminate the license.

9.13 Suggestions

Upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

9.14 Confidentiality

You acknowledge that the Digital Platforms, Services, and Software Products constitute trade secrets and represent significant economic and commercial value to us and/or our licensors and must be maintained as secret, confidential and proprietary. You agree that copyright legends borne by the Digital Platforms, Services, and Software Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. You will take all reasonable steps to safeguard the Digital Platforms, Services, and Software Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Digital Platforms, Services, and Software Products as you ordinarily use in protecting your own most valuable confidential and proprietary information. You will not remove or alter any copyright or other proprietary legends contained on the Digital Platforms, Services, and Software Products. This Section 9.14 shall survive termination of this Agreement.

9.15 Links

Our websites may contain third party content and links to other third party apps or web sites (collectively, “**Linked Sites**”). We are not responsible for, nor do we control, the content, products, or services provided by Linked Sites. We do not endorse or guarantee the products, information or recommendations provided by Linked Sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

9.16 Right to Audit

We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for audit

purposes.

9.17 Termination and Suspension; Assignment; Survival

We may terminate or suspend this Agreement, or terminate, suspend, restrict, or limit your access privileges to the Digital Platforms or any Service, whether provided by us or through any third party, in whole or part, at any time for any reason or no reason without prior notice, including your failure to access the Digital Platforms or Services for a period of three (3) months or greater, for reasons involving your use of the Digital Platforms or Services which we may deem to be illegal, improper, or potentially exposing us, a payment network, or the financial system to risk, or when you no longer have an Eligible Account. We may determine other eligibility criteria and decline or prevent any or all transactions through the Digital Platforms or the Services, each in our sole discretion. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Digital Platforms and Services and delete any applicable copies.

You may not (a) assign your interest in this Agreement, in whole or in part, to any Person or (b) assign or delegate any of your rights or responsibilities under this Agreement to any third parties without our written consent, which may be granted or denied in our sole discretion. Any purported assignment by you in contravention of this paragraph is void unless otherwise provided by us in writing.

After this Agreement terminates, the terms of this Agreement and that Addendum that expressly or by their nature contemplate performance after such termination will survive and continue in full force and effect. For avoidance of doubt, the provisions protecting our confidential information, requiring indemnification and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement or an Addendum terminates.

9.18 Notice of Claims

If you receive notice of any Claim regarding the Digital Platforms or any Service, you shall promptly provide us with a written notice of it.

9.19 Waiver; Severability

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to

the full extent permitted by law.

This Section shall survive termination of this Agreement.

9.20 Entire Agreement

This Agreement, including the Other Documents, constitutes the entire agreement between you and us and supersedes all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary.

9.21 Governing Law

Unless specifically provided elsewhere in this Agreement, this Agreement will be governed by and interpreted according to: (a) United States federal law; and (b) subject to any rules of federal preemption, the laws of the State of New York, without regard to its conflicts of law principles; provided, however, if the state of the Bank's branch that holds the deposit is a state other than New York, and such state requires the application of its substantive and procedural laws to this Agreement, then the substantive and procedural laws of such state shall apply to this Agreement (except to the extent that this Agreement can and does vary such federal and state rules and laws) to the extent that state law applies and is not pre-empted by federal law. Except for Claims committed to arbitration as discussed elsewhere in this Agreement, any action, proceeding, or claim asserted under this Agreement must be brought and maintained in a court of competent jurisdiction in New York County, New York, and all parties to this Agreement consent and submit to the exclusive jurisdiction of such court.