

# STATE BANK OF DAVIS BILL PAY TERMS AND CONDITIONS

This is your bill paying agreement with State Bank of Davis. You may use State Bank of Davis's bill paying service, Bill Pay, to direct State Bank of Davis to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures, and other documents in effect from time to time governing your account.

## SERVICE DEFINITIONS

"Service" means the Bill Pay service offered by iPay Solutions™, through State Bank of Davis.

"Agreement" means these Terms and Conditions of Bill Pay.

"Payee" is anyone, including the Financial Institution, that your customer designates to pay and the Financial Institution accepts as a payee

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

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

## SERVICE FEES AND ADDITIONAL CHARGES

There is no fee to access the Service; however, all other fees associated with your accounts apply. There may be a charge for additional transactions and other optional services such as rush payments, gifts, and/or donations. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated account for these amounts and any additional charges that may be incurred by you. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## BILL PAYING PROCESS

*Single Payments* – A single payment will be processed on the business day that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date.

The daily cut-off time is currently 2:00 pm CST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

*Recurring Payments* – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of the month is used as the calculated processing date.

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so allow ample time for your payments to reach your payees.

#### PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

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

When the Service receives a payment instruction, you authorize the Service to debit your account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the processing date designated by you. You also authorize the Service to credit your account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any service guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your account or causes funds from your account to be directed to a Payee which does not comply with your payment instructions, the Service shall be responsible for returning the improperly transferred funds to your account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a draft check.

#### PAYMENT CANCELLATION REQUESTS

You may cancel or edit any scheduled bill payment (including recurring payments) by following the directions within the application. A scheduled bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. There is no charge for canceling or editing a scheduled bill payment. After the cutoff time on the scheduled processing date, a payment cannot be cancelled or edited. A stop payment may be requested; fees may apply.

#### STOP PAYMENT REQUESTS

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

#### PROHIBITED PAYMENTS

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

#### EXCEPTION PAYMENTS

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

#### BILL DELIVERY AND PRESENTMENT

Full Terms and Conditions for receiving electronic bills (eBills) in Bill Pay appear to you upon first setting up an eBill and when the effective date changes after you last accepted terms and conditions. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

*Information provided to the Payee* - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the payee your e-mail address, service address or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

*Activation* - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to (1) one to (2) two billing cycles, depending on the billing cycle of each Payee. At times, eBill services require paper statements to be turned off for payees; other times, you can request that paper statements no longer be sent. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

*Authorization to obtain bill data* – Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

*Notification* - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, you are able to set up alerts to be received via email or other devices concerning available information on your payees, and the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

*Cancellation of electronic bill notification* - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to (1) one to (2) two billing cycles, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

*Non-Delivery of electronic bill(s)* - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

*Accuracy and dispute of electronic bill* - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

#### EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 815-865-5125 during customer service hours.

#### YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS *(For Consumers Only)*

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

#### ERRORS AND QUESTIONS *(For Consumers Only)*

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 815-865-5125 during customer service hours;
2. Contact us by using the Online Banking's Message Center feature; and/or,
3. Write to us at:

State Bank of Davis  
100 Route 75  
Davis, IL 61019

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you provide us your complaint or question in writing within 10 business days after verbal notification. We will determine whether an error occurred within 10 business days, (20 business days if the transfers involved a new account) after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. An

account is considered a new account for the first 30 days after the first deposit is made, if you are a new Customer.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If your account had been provisionally credited for the error, your account will be debited for the amount of the provisional credit. You may request copies of documents used in our investigation.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or
6. If you provide us written permission as explained in the separate Privacy Disclosure.

#### FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your account. If we are unable to complete the transaction for any reason associated with your account (for example, there are insufficient funds in your account to cover the transaction), the transaction will not be completed. If there are insufficient funds in your account on the first attempt, the Service will attempt to process the transaction up to 5 days. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
4. The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### RETURNED PAYMENTS

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

#### ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the

Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

#### ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Changes made may not be effective immediately so be sure to verify information before scheduling payments. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

#### SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 815-865-5125 during customer service hours; and/or
2. Write us at:

State Bank of Davis  
100 Route 75  
Davis, IL 61019

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All scheduled bill payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### PAYEE LIMITATION

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

#### DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

#### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

#### FOR FURTHER ASSISTANCE

Please call our customer service phone number (1-833-218-1970) between the hours of 8:30 a.m. to 3:00 a.m. Monday through Friday regarding any of the following:

#### **How to Use Bill Pay**

- Scheduling or editing a payment
- Adding, activating, or editing a payee
- Enabling eBill for eligible payees
- Viewing payments that have been sent out
- Establishing eNotifications within the bill pay
- Any function within the bill pay website

#### **Payments that have not been received or posted within the appropriate time frame**

This includes initiating payment research as needed

#### **Bill pay processes and procedures including:**

- When the funds will debit their account
- When the payee will receive the payment

#### **Add payees or schedule payments for the member who may not have access to their computer at the moment**

#### **Technical issues that arise within the bill pay site**

For any other questions or inquiries, please contact the bank at 1-815-865-5125 between 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays and 8:00 a.m. to 12:00 p.m. on Saturdays.

## **TERMS OF USE FOR PERSON TO PERSON PAYMENTS SERVICE**

### **INTRODUCTION**

This terms of document (hereafter 'Agreement') as a contract between you and State Bank of Davis (hereafter "we" or "us") in connection with iPay Person to Person Service offered through our online banking site or mobile applications (the "Site") (the "Service"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

### **DESCRIPTION OF SERVICE**

The Bank's person to person payment service allows Online Banking customers to initiate a funds transfer from your State Bank of Davis personal checking or money market account to a consumer or business located within the United States. To initiate the transfer, you must provide either the recipient's routing and account number, or the recipient's email address and a passcode. In the case the recipient's email address was provided, the recipient will be notified by email of the availability of transferred funds, after we process the transfer. In order to access funds transferred, the recipient must have a valid email address and you must give them the passcode you entered for security purposes.

You agree that, each time you initiate a funds transfer through this Service with an email address, you are authorizing and instructing the Bank to send emails to the recipient on your behalf. You further agree that each person or business to whom we send emails on your behalf has given you permission for us to do so. The Bank is not liable if the email address you provided was invalid and the notification is sent to a different recipient.

Your account will be debited at 3:00 p.m. CT on the processing day as long as the recipient has provided their account information to process the funds transfer. You must have sufficient available funds in your account at the time you initiate a transfer through the Service. If there is insufficient available funds in your account at the time you initiate the transfer, the Service will attempt for up to 5 days to process the transaction. If, on the fifth day, there are still insufficient funds in your account, the transfer will not be processed.

We reserve the right to limit the frequency and dollar amount of transfers initiated through the Service. Such frequency and dollar limits may change from time to time without prior notice to you. If a funds transfer that you request would exceed any limits in effect at the time you initiate the transfer, the transfer will not be processed. Once a funds transfer is initiated through the Service, it cannot be modified.

We may decline to process a funds transfer you initiate through the Service if your account has insufficient available funds, if the transfer would cause you to exceed the frequency or dollar limits for such transfer in effect at the time you initiate the transfer, or otherwise at our discretion.

You agree not to use the Service for illegal or unlawful purposes, including internet gambling. You must not use the Service to pay taxes or other amounts owed to government entities or to pay court-ordered amounts, such as alimony or child support.

## **SERVICE PROVIDERS**

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

## **AMENDMENTS**

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

## **OUR RELATIONSHIP WITH YOU**

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

## **ASSIGNMENT**

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

## **NOTICES TO US REGARDING THE SERVICE**

Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

State Bank of Davis  
100 Route 75  
Davis, IL 61019

We may also be reached at 1-815-865-5125 for questions and other purposes concerning the Service, but such telephone calls will not constitute legal notices under this Agreement.

## **NOTICES TO YOU**

You agree that we may provide to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any posted address that you have provided us or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payment(s) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in the “Notices to us regarding the service” section above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

## **TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU**

By providing us with a telephone number (including a wireless/cellular; mobile telephone number and/or email address) you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification). Please review our Privacy Policy for more information.

## **RECEIPTS AND TRANSACTION HISTORY**

You may view your Person to Person transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

## **YOUR PRIVACY**

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## **PRIVACY OF OTHERS**

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

## **ELIGIBILITY**

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

## **PROHIBITED PAYMENTS**

The following types of payments are prohibited through the Service and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside the United States).
- Payments that violate any law, statute, ordinance or regulation.
- Payments that violate the Acceptable Use Terms in this Agreement.
- Payments related to: (1) tobacco products, (2) prescription drugs and devices, (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety, (4) drug paraphernalia, (5) ammunition, firearms or firearm parts or related accessories, (6) weapons or knives regulated under applicable law, (7) goods or services that encourage, promise, facilitate or instruct others to engage in illegal activity, (8) goods or services that are sexually oriented, (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (10) goods or services that defame, abuse, harass or threaten others, (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous, (12) goods or services that advertise or sell to, or solicit others, or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction.
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multilevel marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services.
- Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your responsibility and not ours. We encourage you to provide notice to us by the methods described in this Agreement of any violations of this section or the Agreement generally.

## **ACCEPTABLE USE**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (1) violate any law, statute, ordinance or regulation, (2) promote hate, violence, racial intolerance, or the financial exploitation of a crime, (3) defame, abuse, harass or threaten others, (4) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous, (5) infringe or violate any copyright, trademark, right of publicity or any other proprietary right under the laws of any jurisdiction, (6) impose an unreasonable or disproportionately large load on our infrastructure, (7) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, (8) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission, (9) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service or (10) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in this Agreement of any violations of this section or the Agreement generally.

#### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your account for the amount of any such Payment Instruction plus any related fees in effect (and as directed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.

## **INITIATION OF PAYMENT INSTRUCTIONS**

You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her eligible transaction account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Person to Person Service may contact the Receiver and request that the Receiver provide the Keyword you gave them so that we may validate the identity of the Receiver and complete the transaction.

You understand and agree that when you initiate Payment Instructions from an eligible transaction account using the Person to Person Service, the processing of the Payment Instruction will begin and the debiting of your account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Account no earlier than the next Business Day after you initiate the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specific date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's account no earlier than the next Business Day following the specified date. The deposit of the payment funds into the Receiver's account (even if the funds have already been withdrawn from your account) may be delayed if the Receiver has not provided the Person to Person Service with certain required information such as the Keyword.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided all required information. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions under the Payment Cancellation, Stop Payment Requests and Refused Payments section.

## **RECEIVING PAYMENTS**

If another person wants to initiate a Payment Instruction using the Person to Person Service to an account you hold or as applicable, if you as a Requestor want to initiate a Person to Person Request, he/she or you can do that from the Site or from an account at a financial institution that participates in the Person to Person Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your account, and you may be required

to take additional steps to facilitate the deposit of the payment of funds into your account. You authorize the Sender, the financial institution which holds the Servicer's account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and as a Receiver, you may also receive Person to Person Requests from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your account an amount equal to the amount of funds improperly transferred to you.

You acknowledge and agree that individuals to whom you send a Person to Person Request may not receive, or otherwise may reject or ignore, your Person to Person Request. We do not guarantee that you will receive any payments from individuals initiating a Person to Person Request.

#### **PAYMENT METHODS AND AMOUNTS**

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

#### **PAYMENT CANCELLATION, STOP PAYMENT REQUESTS AND REFUSED PAYMENTS**

Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will not be liable for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer service. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable to any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied payment to your account or use other reasonable efforts to return such payment to you as permitted by law.

#### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer service in the manner set forth in the "Notices to Us Regarding the Service" section. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **MOBILE PHONE USERS**

Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. To stop receiving text messages on your mobile phone, customer service at 815-865-5125.

### **TAXES**

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

### **SERVICE FEES AND ADDITIONAL CHARGES**

You understand and agree that you are responsible for paying all fees associated with your use of the Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **FAILED OR RETURNED PAYMENT INSTRUCTIONS**

In using the Service, you are requesting us to attempt to make payments for you from your account. If we are unable to complete the Payment Instruction for any reason associated with your account ( for example, there are insufficient funds in your account, or the Payment Instruction would exceed the

credit or overdraft protection limit of your account to cover the payment) the Payment Instruction may not be completed. In some instances, you will receive a return notice from us.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Changes made may not be effective immediately so be sure to verify information before scheduling payments. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

### **REFUSED PAYMENTS**

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

### **RETURNED PAYMENTS**

In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.

## **SERVICE TERMINATION, CANCELLATION OR SUSPENSION**

If you wish to cancel the Service, you may contact us at State Bank of Davis, 100 Route 75, Davis, IL 61019. We may also be reached at 1-815-865-5125 for questions and other purposes concerning the Service, but such telephone calls will not constitute legal notices under this Agreement.

Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **ERRORS, QUESTIONS, AND COMPLAINTS**

In case of errors or questions about your transactions, you should as soon as possible contact us at set forth in the "Notices to Us regarding the Service" section.

If you think your transaction history is incorrect or you need more information about a transaction listed in the transaction history, we must hear from you no later than sixty (60) days after the transaction in which the problem or error appears is **FIRST** posted in the transaction history. You must

- Tell us your name
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information
- Tell us the dollar amount of suspected error.

If you tell us verbally, we may require that you provide us your complaint or question in writing within 10 business days after verbal notification. We will determine whether an error occurred within 10 business days, (20 business days if the transfers involved a new account) after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. An account is considered a new account for the first 30 days after the first deposit is made, if you are a new Customer.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If your account had been provisionally credited for the error, your account will be debited for the amount of the provisional credit. You may request copies of documents used in our investigation.

## **LINKS AND FRAMES**

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of

material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control.

### **PASSWORD AND SECURITY**

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

### **REMEDIES**

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

### **DISPUTES**

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

### **ARBITRATION**

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding nonappearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (JAMS), the American Arbitration Association ("AAA"), or and established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the

arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

#### **LAW AND FORUM FOR DISPUTES**

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. To the extent that the terms of this Agreement conflict with state law, federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

#### **INDEMNIFICATION**

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

#### **RELEASE**

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Service.

#### **NO WAIVER**

The Service shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on the part of the Service 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.

#### **EXCLUSIONS OF WARRANTIES**

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

## **LIMITATION OF LIABILITY**

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

## **COMPLETE AGREEMENT, SEVERABILITY, CAPTIONS AND SURVIVAL**

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections, hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. The following sections: Service Providers, Assignment, Notices to Us Regarding the Service, Notices to You, Text Messages, Calls and/or Emails to You, Privacy of Others, Taxes, Failed or Returned Payment Instructions, Remedies, Disputes, Arbitration, Law and Forum for Disputes, Indemnification, Release, No Waiver, Exclusions of Warranties, Limitation of Liability, and Complete Agreement, Severability, Captions and Survival, as well as any other terms

which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer service personnel), the terms of the Agreement will prevail.