

Fort Financial
Online/Mobile Banking Service Terms and Conditions

Thank you for using the Online/Mobile Banking Service provided by Fort Financial. By participating in the Online/Mobile Banking Service, you are agreeing to these Online/Mobile Banking Service Terms and Conditions, in addition to any terms and conditions to which you have previously agreed.

I. Mobile Banking Services

- A. Mobile banking is a service that allows you to view your balance, view recent account activity, and conduct certain transactions using compatible and supported mobile devices. Fort Financial reserves the right to modify the scope of the Mobile Banking Services at any time. Additionally, Fort Financial reserves the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited service over some mobile networks, such as while roaming.

- B. You agree that when you use Mobile Banking, you will remain subject to the Terms and Conditions of all your existing agreements with Fort Financial and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with your service provider and that this agreement does not surpass any of those agreements. Subsequently, those agreements may provide limitations and restrictions that may impact your use of our Mobile Banking Service and you agree to be exclusively responsible for the limitations, restrictions and any potential fee imposed by your service provider. Additionally, you agree that neither Fort Financial nor our Service providers will be held liable for any errors or delays in the content.

- C. Technical difficulties may arise resulting in loss of data, personalized settings, or other information. Technical difficulties cannot be foreseen or anticipated by neither Fort Financial nor our service provider. Fort Financial will not be liable for any delays or failures in your ability to access our Mobile Banking Service or in your receipt of any text messages, as access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Banking services, including text messaging, are provided on and “as is”, “as available” basis.

- D. When using Fort Financial’s Mobile Banking Services, you agree to use caution, act in good judgement, and make sound decisions while performing your banking needs.

- E. You agree not to give or make available your Mobile Banking password or other means to access your account to any unauthorized individuals. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. All transactions that a person performs, even those transactions you did not intend or want performed, are authorized transactions. If you believe that your PIN, Wireless Device, or other means to access your account has/have been lost or stolen, or that someone may attempt to use Mobile Banking without your consent, you must notify Fort Financial at once at 1260-432-1561 during operating hours.
- F. Regarding your Mobile Device and/or Mobile Network, neither Fort Financial nor our service provider assumes responsibility for the operation, security, and/or the functionality of your device/network while accessing Fort Financial's Mobile Banking Service.
- G. Not all Online Banking Services are available when you use a Mobile Device and/or Mobile Banking; therefore, the functionality available to you may vary based on the Mobile Device you use. Terminology and formats on your Mobile Device may differ slightly from your Online Banking.
- H. You may cancel your use of Fort Financial's Mobile Banking Services at any time. Please refer to your personal Mobile Device manual for instructions on how to delete a Mobile Application.
- I. Fort Financial reserves the right to cancel or suspend your participation in our Mobile Service for any reason and without notice.
- J. You understand and agree that you are the owner and/or authorized user of your Mobile Device in which you will be using Fort Financial's Mobile Services.
- K. You understand that your service provider may collect data based on your Mobile Banking usage. This practice is governed by your service provider and Fort Financial is not liable for the practices or policies set forth by your service provider. It is in agreement that Fort Financial may use the data collected by your Mobile Banking usage for the purposes of our Online Banking.
- L. You agree that you will provide, to the best of your ability, accurate and true information when completing any forms or otherwise in connection with Fort Financial's Mobile Banking Services. Any incorrect information inputted by you will not be the responsibility of Fort Financial and therefore, Fort Financial cannot and will not be held liable for incorrect, inaccurate, untruthful information.

- M. You agree that you will not damage, interfere with, impair, or disrupt our Mobile Banking Services or its functionality.
- N. You agree that if/when accessing our Mobile Banking Services outside of the United States, you will be responsible for any potential fees and charges per your service provider.
- O. You understand that Fort Financial's Mobile Services does not replace your monthly statement and that the Mobile Services provided to you are strictly for your convenience. Your monthly statement should be reviewed and is considered the official record of your account.
- P. Mobile Banking transactions may be delayed and/or interrupted by factors and elements related to your Mobile Device, your service provider or both. You agree that Fort Financial is not responsible for these delays or interruptions and that Fort Financial is not liable for the negative impact they may cause.
- Q. You agree to notify us immediately if you change your email address, as this is the email address where we will send any correspondence and/or notices pertaining to the Service. If you have not registered to receive Electronic Communications, correspondence will be sent to the address on file with Fort Financial. It is your sole responsibility to ensure the contact information in your user profile is current and accurate. This includes, but is not limited to, your names, address, phone numbers and email address. Changes can be made by contacting Member Service. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact information.
- R. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorney's fees) arising from your use of the Mobile Banking Service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state, or local law, regulation, or ordinance. Your obligation under this paragraph shall survive termination of these user terms.
- S. Linked Accounts-- All accounts with the credit union that you enroll in Online and Mobile Banking Services will be linked by the tax identification numbers of the persons or entities authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses Online and Mobile Banking Services, that authorized user will be able to view and access at a single time the following accounts:

- a. the accounts of the business for which that person is an authorized user;
- b. the accounts of any other business for which that person is an authorized user; and
- c. any consumer accounts for which the person is a co-owner or authorized signer.

T. Business Accounts:

- a. Authorization. If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to: enter into this Agreement, as amended from time to time; access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.
- b. You represent that each individual who has been granted access to your Online Banking and Mobile Banking accounts has general authority from your organization to give instructions within the access capability associated with their access codes (including general authority over the movement of your organization's funds and over accounts with Fort Financial). You acknowledge and agree that Fort Financial has full authorization from your organization to rely and act upon instructions identified by such access codes, including such persons who may not be signers on your account.
- c. Security and Liability. The Online and Mobile Banking Site has been designed to minimize the possibility of fraud and error by allowing you to designate authorized users and have their access levels under the control of the individual or individuals that you have authorized and designated as administrator(s). The credit union's Online Banking Services have been designed so that they may be operated only upon entry of a valid User ID and Password. Fort Financial will therefore consider any access to the Online Banking Services through use of a valid User ID and Password to be duly authorized, and we will carry out any instruction given regardless of the identity of the individual who is actually operating the system. You authorize Fort Financial to treat any instruction made through Online Banking with a valid User ID and Password as if the instructions had been made in writing and signed by the appropriate authorized individual or individuals. Fort Financial records regarding access by usernames and passwords will be conclusive regarding any access to, or action taken through Online and Mobile Banking Services. You accept responsibility for unauthorized access to the system by your employees, your associates, or by third parties. You agree to inform us promptly of any discrepancies that you discover. You confirm that you have conducted such investigation of the Fort Financial Online and Mobile Banking security system as you deem necessary or advisable, and that you have instituted the proper

internal controls for access to our Online Banking Services through your computers, terminals, and Mobile Devices. You acknowledge and confirm that Fort Financial's security system and controls are commercially reasonable for your business and appropriate for your accounts.

II. Remote Deposit Capture Services

- A. All terms and conditions noted above apply to the Remote Deposit Capture Services.
- B. To be eligible for Remote Deposit Capture Services, an account must be opened for at least thirty (30) days.
- C. You agree not to deposit items into your account unless you have the authority to do so.
- D. After submission of a deposit, you agree that you will not redeposit/cash the check via the mobile device, at any branch location and/or a shared branch location.
- E. You agree that the electronic image of the item will, then, become the official, legal representation of the item for any and all purposes.
- F. You agree that any accurate and legible image we receive represents all of the information on both the front and back sides of the original item.
- G. You agree that you will not deposit the following items via our Remote Deposit Capture Service:
 - 1. Third party checks (a check that is made payable to any person or entity other than the person or entity that owns the account that the check is being deposited to)
 - 2. Checks made payable to "Cash"
 - 3. Electronic checks
 - 4. Altered checks either on the front of the check or the back of the check
 - 5. Known or suspected fraudulent checks
 - 6. Checks made payable jointly, unless deposited into an account in the name of all payees
 - 7. Checks previously converted to a substitute check, as defined in Regulation CC
 - 8. Checks drawn on a financial institution located outside of the United States
 - 9. Checks not payable in United States currency
 - 10. Checks dated more than 6 months prior to the date of deposit
 - 11. Checks that have been previously submitted and accepted through Fort Financial's remote deposit capture service or through a remote deposit capture service offered at any other financial institution

12. Checks with any endorsement on the back other than that specified in our agreement
13. Any item stamped "Non-Negotiable" or "This is not a check"
14. U.S. Postal or Western Union Money Orders
15. Traveler's Checks

H. You agree that the image of the item must be legible and clear, and any item transmitted that does not meet industry standards may be returned at the discretion of Fort Financial.

I. You agree to properly endorse all items captured and submitted via the remote deposit capture service.

1. This endorsement is to include the signature of the payee **AND** "For Remote Deposit Only at Fort Financial"

J. Fort Financial reserves the right to refuse or return an item at any time and will not be held liable for doing so even if such actions negatively impact your account.

K. Images of items transmitted are not considered received by Fort Financial until you receive an email confirmation of the receipt of deposit. However, this confirmation does not mean the submission and transmission of the items are error-free or complete. It is not until the items have been accepted and approved that they are subject to our Funds Availability Policy.

L. You agree that you are responsible for retaining all of the original items and store them in a safe and secure location. In the event that we may need the original item, you will promptly (within 7 business days) provide this item to Fort Financial as requested.

M. You agree that your deposits using the Remote Deposit Capture service will not exceed the limitations outlined below:

1. Basic and Student Members:
 - i. Daily limits: \$500 per day or up to 5 items per day
 - ii. Weekly limits: \$750 per week or 5 items per week
 - iii. Monthly Limits: \$2,000 per month or 10 items per month
2. Classic Members:
 - i. Daily limits: \$1,000 per day or up to 10 items per day
 - ii. Weekly limits: \$3,000 per week or 10 items per week
 - iii. Monthly Limits: \$5,000 per month or 30 items per month
3. Premier Members:
 - i. Daily limits: \$5,000 per day or up to 25 items per day
 - ii. Weekly limits: \$5,000 per week or 30 items per week
 - iii. Monthly Limits: \$15,000 per month or 100 items per month

- N. In order to use the Remote Deposit Capture feature, you must maintain and obtain, at your expense, compatible hardware and software.
- O. Fort Financial reserves the right to terminate or suspend your use of Remote Deposit Capture Service at any time and without notice to you.

III. **Picture Pay Service**

A. **Terms and Conditions:** Included in the Mobile Banking Service is the Picture Pay Service that allows a user to photograph a bill using Fort Financial's Mobile Banking Application, enter in the required information, and submit the digital image, as well as, the information to the Picture Pay Service to process the payment of the bill up to a limit of \$20,000. This Agreement represents the terms and conditions governing the use of Fort Financial's Picture Pay Service. Additionally, this Agreement is between Fort Financial and any individual person, business entity, or authorized signer that Fort Financial permits to use this service subject to the terms and conditions set forth. You understand and agree to these terms and conditions and authorize Fort Financial to make payments from your designated account(s) to the "Payee" in which you establish. You agree that when you use Picture Pay Service, you will remain subject to the Terms and Conditions of all your existing agreements with Fort Financial and our affiliates. By accessing or using this Service, you agree to be bound by these Terms and Conditions and accept them in full as they may be modified and posted on this Service. Fort Financial reserves the right to modify the Service at any time. Your continued use of this Service following any such changes, modifications, or alterations, shall establish acceptance by you. After any modifications, changes, or alterations, you are responsible for understanding how to use the new version on this Service. Fort Financial will not be held liable to you for any losses caused by your failure to properly use the Service or the wireless device even if the losses negatively impact you. Furthermore, you agree to use caution, act in good judgement, and make sound decisions while performing your banking needs via this Service.

B. **Service definitions:**

1. "***Agreement***" means the Terms and Conditions of the Picture Pay Service.
2. "***Authorized User***" means member or agent of Member.
3. "***Billing Account***" means the account from which all Service fees will be automatically debited.
4. "***Business Day***" is every Monday through Friday, excluding Federal Reserve Holidays.
5. "***Due Date***" is the date reflected on your Payee's billing statement for which the payment is due; it is not the late date or grace period.
6. "***Payee***" means the person or entity to which you select a payment to be directed or is the person or entity from which you receive bills.

7. "*Payment Instruction*" means the information provided by you to the Service for a payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number and Scheduled Payment Date).
8. "*Payment Account*" means the checking account from which picture Pay Service will be debited. The Service require the "Payment account" and "Billing Account" to be identical.
9. "*Scheduled Payment*" means a payment that has been scheduled through the Service but has not begun processing.
10. "*Scheduled Payment Date*" means the day you want your Payee to receive your payment. If your payment is sent electronically, your account may be debited up to two days in advance of the Scheduled Payment Date, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the pervious Business Day.
11. "*Service*" or "The Service" means the Picture Pay Service offered by Fort Financial, through Allied Payment Network.
12. "*Service Start Date*" means the date that the Picture Pay Service is first utilized by the Member.
13. "*Wireless Device*" means any mobile/tablet device acceptable to Fort Financial, which provides for the capture of images from the original items and for transmission through a clearing process.

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

D. *Payment Scheduling*: The earliest possible Schedule Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Please be mindful of any expedited payment options and any additional fees associated with these options before confirming your request with the service.

- E. *Payment Authorization and Payment Remittance*: By providing the Service with images containing names and account information of Payees to whom you wish to direct payments, you authorize the service to follow the Payment Instructions it receives through the payment system. In order to process payments efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds in your behalf so the funds arrive as close as reasonably possible to the Schedule Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service 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 Payment 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 executed the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or
4. Circumstances beyond the 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 these circumstances.

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

- F. *Payment Methods*: The Service reserves the right to select the method by which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic payment to check payment, or a paper check (funds remitted to the Payee

are deducted from your Payment Account when the paper check is presented to your financial institution for payment).

Additionally, the Service allows you to make expedited payments which are defined as overnight payments by check or next business day electronic payments (ACH) to all payees. To ensure overnight delivery, overnight checks can only be sent to a valid street address in the continental United States (the Contiguous 48 states and the District of Columbia). In addition, overnight checks cannot be delivered to the following locations:

1. AP or FPO Addresses
2. Post Office (P.O.) boxes
3. Addresses considered undeliverable using USPS standards

You are responsible for entering and verifying any address for overnight check payments to ensure it is correct and specified as valid overnight package address by the Payee. Additionally, you are responsible for any fee incurred by using an expediated payment. This fee can be found on our TIS.

After entering the payment details, you will be able to review the payment information. At this time you will have the opportunity to edit or cancel the payment. Once you click "Make Payment", your payment cannot be edited or cancelled. There is a 2:00 PM cutoff for expedited payment to be submitted. Expedited payments submitted on a non-business day or after cutoff are processed on the next business day.

- G. Payment Cancellation Requests: You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for cancelling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.
- H. 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 Fort Financial at 260-432-1561. 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. You may initiate a Stop Payment via online/mobile app. Please see our TIS for the charge for each stop payment request.
- I. Prohibited Payments: Payments to Payees outside of the United States or its territories are prohibited through this Service.

- J. Exception Payments: Tax payments and court 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 Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted, or misdirected payments will be the sole responsibility of you and not the Service.
- K. Service Fees and Additional Charges: Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet Service fees accessed by your telephone and/or Internet Service provider.
- L. Exclusion 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.
- M. Limitations: 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 exception payment under this Agreement.
- N. Returned Payments: In using the Service, you understand that Payers 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 returned payments and return it to your Payee, or void the payment and credit your Payment Account.
- O. Service Termination, Cancellation, or Suspension: In the event you wish to cancel the Service, please contact Member Service at 800-837-3262 or by mail at 3102 Spring Street Fort Wayne, IN 46808. Any payment the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled 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.

- P. *Error Resolution*: In case of errors or questions about your payments, call or write to us at the telephone number (800-837-3262) and/or address (3102 Spring Street, Fort Wayne, IN 46808) as soon as possible if you believe your statement is incorrect, or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. In the written or oral request please include the following:
1. Your name and account number
 2. Describe the error or the transfer you are unsure about and explain, as clearly as possible, why you believe it is an error or why you need more information
 3. The dollar amount of the suspected error or transfer in which you are questioning

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days.

We will determine if an error occurred within ten (10) business days (20 days for a new account) after we hear from you and will correct the error promptly. If we need more time; however, we may take up to 45 days (90 days for a new account, point-of-sale, or foreign initiated transfer) to investigate your complaint or question. If we decide to extend the investigation period to 45 days, we will credit your account within ten (10) business days (20 days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes Fort Financial to complete the investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with Fort Financial before this account was opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was not error, we will send you a written explanation and debit the funds that were credited to you.

IV. P2P/A2A/M2M Service

- A. *Introduction*: This Terms of Use document (hereinafter "Agreement") is a contract between you and Fort Financial (hereinafter "we" or "us") in connection with the P2P/A2A/M2M Personal Payments Service (the "Service") offered through our online website or mobile applications. This

Agreement applies to your use of the Service and any portion of the Site through which the Service is offered.

B. **Aggregation Vendor.** Aggregation Vendor is a third-party service provider engaged by Fort Financial to provide certain aspects of the Service, acting pursuant to an agreement with Fort Financial. You understand and acknowledge that (a) in order to provide the Service, Fort Financial and Authorized Custodians need to share Personal Data with Aggregation Vendor and You may need to access a portal and/or other websites or content provided by Aggregation Vendor and (b) You have no direct contractual relationship with Aggregation Vendor under this Agreement and may not enforce contractual remedies against Aggregation Vendor to the extent it has failed to perform as required. Notwithstanding anything to the contrary contained herein, You agree that Fort Financial may remove or replace Aggregation Vendor, including by directly assuming Aggregation Vendor's responsibilities hereunder, at any time, and without prior notice to You. Upon request by Fort Financial, You agree to take actions as may be necessary to give effect to any removal or replacement of Aggregation Vendor. For the purposes of this Terms and Conditions, the Aggregation Vendors are Lumin (A2A and M2M) and Allied (P2P).

C. **Description of Service:** The Service enables you:

- a. A2A—to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution.
- b. P2P—to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars.
- c. M2M—to send money to another Fort Financial member.
- d. Although the ACH Network is often used to execute Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All Payment Instructions must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.

D. **Providers:** We may offer you the Service through one or more of our Affiliates that we engage to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to our Affiliates some or all of the rights and performance obligations that we have under this Agreement, and that these Affiliates will be entitled to all the rights and protections that this Agreement provides to us. Affiliate and certain other capitalized terms are defined in a "Definitions" section at the bottom of this Agreement.

- E. Amendments: Consent: 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. You may be required to affirmatively accept the revised Agreement in order to continue using the Service. 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, upgrade 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 Service's more recent revisions, updates, upgrades or enhancements.
- F. Our Relationship With You: Fort Financial does not have control of, or liability for, any products or services that are paid for with this Service. Fort Financial also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).
- G. 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 rights and responsibilities under this Agreement to Affiliates, independent contractors or other third parties.
- H. Notices to You: You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, OR BY SENDING IT AS A TEXT MESSAGE TO ANY MOBILE PHONE NUMBER THAT YOU HAVE PROVIDED US, INCLUDING BUT NOT LIMITED TO THE MOBILE PHONE NUMBER THAT YOU HAVE LISTED IN YOUR 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) 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 ABOVE.

- I. Text Messages, Calls and/or Emails to You: BY PROVIDING US WITH A TELEPHONE NUMBER (INCLUDING A MOBILE TELEPHONE NUMBER) AND/OR EMAIL ADDRESS, YOU CONSENT TO RECEIVING CALLS AND/OR TEXT MESSAGES FROM US AT THAT NUMBER, INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), AND/OR EMAILS FROM US FOR OUR EVERYDAY BUSINESS PURPOSES (INCLUDING IDENTITY VERIFICATION). Please review our Privacy Policy for more information.
- J. Receipts and Transaction History: You may view your **P2P/A2A/M2M** transaction history by logging into the Service and looking at your transaction history.
- K. 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.
- L. 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.
- M. 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. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
- N. 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:
1. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
 2. Payments that violate any law, statute, ordinance or regulation; and
 3. Payments that violate the Acceptable Use terms in section 15 below; and
 4. Payments related to:
 - a. tobacco products,
 - b. prescription drugs and devices;
 - c. narcotics, steroids, controlled substances or other products that present a risk to consumer safety;
 - d. drug paraphernalia;
 - e. ammunition, firearms, or firearm parts or related accessories;
 - f. weapons or knives regulated under applicable law;

- g. goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity;
 - h. goods or services that are sexually oriented;
 - i. goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
 - j. goods or services that defame, abuse, harass or threaten others;
 - k. goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
 - l. goods or services that advertise or sell to, or solicit others;
 - m. goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and
5. 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; and
6. Payments relating to transactions that:
- a. support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs,
 - b. 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,
 - c. are for the sale of items before the seller has control or possession of the item,
 - d. constitute money-laundering or terrorist financing;
 - e. 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
 - f. provide credit repair or debt settlement services; and
7. 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 any 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 independent contractors or other third parties to whom we assign or delegate rights or responsibilities 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 sole responsibility and not ours. We encourage you to provide notice to us by the methods described above of any violations of this section or the Agreement generally.

- O. 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 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: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) 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 (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.
- P. Payment Authorization and Payment Remittance.
1. 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.
 2. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such transfer request plus any related fees in effect at the time you initiate the transfer request, 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 completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the Payment Instruction could not be completed.
 3. 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.

4. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
5. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - a. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - b. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - c. The payment is refused as described in section 20 below;
 - d. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or
 - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the Payment Instruction.
6. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, address, telephone number and/or email address for the Receiver to whom you are attempting to send the Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. Neither the Sender nor Receiver may use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

Q. 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 up to one (1) year, 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 can be found on the Site.

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 Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Site and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the P2P/A2A service, the Receiver may access the Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified 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(s) and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) 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 (or we otherwise obtain) all required information or ten (10) business days. 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 transaction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) 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 below.

- R. *Receiving Payments.* If another person wants to initiate a Payment Instruction (in response to a P2P/A2A/M2M Request or otherwise) using the Service to an Eligible Transaction Account you hold or, if you as a Requestor want to initiate a P2P/A2A/M2M Request, he, she or you can do that from an Eligible Transaction Account at a financial institution that participates in the P2P/A2A/M2M service or at the Site.

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 Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction 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.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction 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 to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If you as a Requestor initiate a P2P/A2A/M2M Request using the Service you acknowledge and agree that as disclosed on the Site, (a) the applicable service fee will be deducted from payments received by the you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the P2P/A2A/M2M Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a P2P/A2A/M2M Request may not receive, or otherwise may reject or ignore, your P2P/A2A/M2M Request. We do not guarantee that you will receive any payments from individuals by initiating a P2P/A2A/M2M Request.

- S. *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 Eligible Transaction 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. Payments are limited to \$5,000.00 per day and \$10,000.00 per month.

- T. 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 Eligible Transaction 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 Eligible Transaction 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 have no liability 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 us. 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 or as disclosed through the Site. 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 for any damages resulting from a Receiver's decision to accept or not to accept a payment 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 Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.
- U. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with us in the manner set forth above. You acknowledge and agree that time is of the essence such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains Payment Instructions that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we

could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

- V. *Mobile Phone Users.* Your phone service provider is not the provider of the Service. Users of the Service will receive text messages related to your 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.
- W. *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.
- X. *Service Fees and Additional Charges.* You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. *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 PAYMENT INSTRUCTION IS SOLELY DUE TO OUR FAULT,* except for those fees that are specifically use-based, such as Request Money. 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 Eligible Transaction 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 Transaction 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.
- Y. *Failed Or Returned Payment Instructions.* In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the Payment Instruction), the

Payment Instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

1. You will reimburse us immediately upon demand the amount of the Payment Instruction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
 2. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
 3. You may be assessed a fee if the payment cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the requested transfer, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
 4. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and
 5. We are authorized to report the facts concerning the return to any credit reporting agency.
- Z. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made within the user interface of the Service or by contacting us as set forth in section 7 above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.
- AA. 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.
- BB. Returned Payments. In using the Service, you understand that Receivers may reject payments or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.
- CC. 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 may request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we may obtain personal information about you as described in our Privacy Policy.

DD. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in section 7 above. 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.

EE. Errors, Questions, and Complaints.

1. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in section 7 above.
2. 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:
 - a. Tell us your name;
 - b. 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,
 - c. Tell us the dollar amount of the suspected error.
3. If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

FF. Intellectual Property. Other marks and logos used with the Service may be trademarks and/or service marks of us or our licensors or Affiliates. In addition, all page headers, custom graphics, button icons, and scripts may be

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

GG. 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. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

HH. 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 this Section 36 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

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

JJ. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that 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 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, OR 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.**

KK. Law and Forum for Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard

to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section LL of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

LL. Indemnification. You agree to indemnify and hold harmless us and our Affiliates and licensors and contractors 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.

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

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

OO. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR 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.

PP. *Limitation of Liability.* THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND LICENSORS AND CONTRACTORS 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 BUT 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 LICENSORS OR CONTRACTORS 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 SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS 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 LICENSORS OR CONTRACTORS 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 SECTIONS 37 AND 38 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND

CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

QQ. 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. Sections 3, 6-9, 12, 23, 25, 32 and 35-44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

RR. Definitions.

1. "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
2. "Affiliates" are companies related by common ownership or control. Our Affiliates include members of Allied Payments, Yodlee, Ensenta, Lumin Digital, Alloya, Threatmetrix, Larky, Corelation Keystone, and Deluxe.
3. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed
4. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your P2P/A2A Service fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
5. "Payment Instruction" is the information provided by the Sender for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).

6. "Payment Network" means a debit or credit network (such as the ACH Network, Visa[®], Accel[™] or STAR[®] payment networks) through which funds may be transferred.
7. "P2P/A2A/M2M Request" means a request initiated by a Requestor to an individual to initiate a Payment Instruction through the P2P/A2A/M2M Service.
8. "Receiver" is a person or entity that is sent a Payment Instruction through the Service.
9. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Service.
10. "Sender" is a person or entity that sends a Payment Instruction through the Service.

V. Personal Finance Manager

- A. Your use of the Personal Financial Manager Service constitutes your agreement to these terms and conditions. Fort Financial may, at any time, amend these conditions or modify these conditions, as well as, modify or cancel the Service or any of its features without notice. Additionally, you agree to the Terms and Conditions set forth by the Mobile Banking Service.
- B. You agree to provide accurate, true, current, and complete information about yourself and your accounts maintained at other websites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- C. You are permitted to use content delivered to you through this Service only on the Service itself. You may not copy, reproduce, distribute, or create derivative works from the content of this Service.
- D. You are licensing to Fort Financial and its service providers and affiliates, any information, data, passwords, materials, or other content you provide through or to the service. Fort Financial may use, modify, display, distribute, and create new material using such content to provide the service to you. By submitting content, you automatically agree and promise that the owner of such content has expressly agreed that, without any particular time limit, and without the payment of any fees, we may use the content for the purposes set out above. As among us, Fort Financial owns your confidential account information. Fort Financial may also use the content to advertise and promote products and services of Fort Financial that may be of use to you.
- E. By using the service, you authorize Fort Financial to access third party Internet sites designated by you, on your behalf, to retrieve information requested by you and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited power of attorney, and you hereby appoint us as your

true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place, a stead, in any and all capacities, to access third party Internet sites, servers, or documents, retrieve information and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities as fully to all intents and purposes as you might or could do in person. You acknowledge and agree that when we access and retrieve information from third party sites, Fort Financial acting as your agent, and not the agent on or behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service.

- F. DISCLAIMER OF WARRANTIES. You expressly understand and agree that: Your use of the service and all information, products, and other content (including that of third parties) included in or accessible from the Service is at your sole risk. The Service is provided on an “as is” basis and “as available” basis. We expressly disclaim all warranties of any kind as to the Service and all information, products and other content (including that of third parties) included in or accessible from the PFM Services whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Fort Financial makes no warranty that the services will meet your requirements, the services will be uninterrupted, timely, secure, or error-free, the results that may be obtained from the use of the services will be accurate or reliable, the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or any errors in the technology will be corrected.

Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from Fort Financial through or from the Service will create any warranty not expressly stated in these terms.

- G. LIMITATION OF LIABILITY. You agree that Fort Financial or any of Fort Financial’s affiliates account providers or any of their affiliates will be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even

if any affiliates has been advised of the possibility of such damages, resulting from; the use or the inability to use the Service, the cost of getting substitute goods and services, any products, data, information, or services purchased or obtained or messages received or transactions entered into, through or from the Service, unauthorized access to or alteration of your transmissions or data, statements or conduct of anyone on the service, the use or inability to use unauthorized use, performance, or non-performance of any third-party account provider site, even if the provider has been advices previously of the possibility of such damages, or any other matter relating to the Service.

- H. Indemnification. You agree to protect and fully compensate us and our respective affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.