

# Online Banking and Bill Payment Agreement

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICES.**

## 1. Scope of this Agreement

This Agreement between you and Relyance Bank governs your use of our Online Banking and Bill Payment services (collectively, the "Service"). The Service allows our Customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the internet.

## 2. Accepting the Agreement

After you have carefully read this Agreement in its entirety to continue means that you accept the terms and conditions of this Agreement.

YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALSO, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER, ACTING WITH FULL AUTHORITY, AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, SIMPLY CANCEL.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically, as further described within this Agreement. To print, select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

You may obtain a paper copy of this Agreement at any time. If you need a paper copy of this Agreement, please contact our E-Banking Department at [internetbanking@relybank.com](mailto:internetbanking@relybank.com) or (855)365-RELY. Updates to this Agreement will be sent electronically, as further described within this Agreement.

## 3. Definitions

**Agreement** - means these terms and conditions of the Online Banking and Bill Payment services.

**Authorized User** - is any individual, agent, or User, whom you allow to use the Service or your Password or other means to access your Eligible Account(s).

**Bill Payment Service Provider**- refers to the contractor, subcontractor, or provider of our Bill Payment and Delivery services.

**Biller** - is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills. May also be referred to as Payee.

**Billing Account** - is the checking account from which all Service fees will be automatically debited.

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

**Business Day Cutoff** - refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Central time zone, unless otherwise stated. Applicable times are displayed within each service.

**Consumer-** refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

**Due Date** - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

**Eligible Account** - means any one of your accounts to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider.

When using the Service, you agree to maintain one or more Eligible Accounts with us, and to keep sufficient balances in any account to cover any transaction and fees that are approved by or related to the Service.

**Joint Accounts** - an Eligible Account that is added to the Service which is jointly held or has multiple signers.

**Password** - means your unique access word that is known solely by you and not by this Financial Institution or our Service Providers, which you use to access the Online Banking Service.

**Payment Account** - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service. May also be referred to as Funding Account.

**Payment Instructions-** is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to: Biller name, Biller account number, and Scheduled Payment Date).

**Scheduled Payment** - is a Bill Payment that has been scheduled through the Service but has not begun processing.

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

**Service** - means the Online Banking, Bill Payment and Delivery services offered by Relyance Bank through its Service Providers.

**Service Provider** - includes any agent, licensor, independent contractor, or subcontractor that this Financial Institution may involve in the provision of Online Banking, Bill Payment, and electronic Bill Delivery services.

**User ID** - means a User Identification Code used to access the Online Banking Service.

**you and your** - As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the Eligible Accounts, as well as any Authorized Users or Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

**we, us, or our** - As used within this Agreement, refer to Relyance Bank and any agent, independent contractor, Service Provider, subcontractor, licensor, designee, or assignee that Relyance Bank may involve in the provision of the Service.

#### **4. Prerequisites for Enrolling in the Online Banking Service**

To enroll in the Online Banking Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be at least 13 years of age.
- If you enroll for our Bill Payment Services, you must also be a resident of the United States or its possessions.

Hardware and Software Equipment Requirements:

- You must have a computer and internet browser that will support commercially reasonable encryption, but at a minimum of 128-bit encryption.
- We recommend use of the most current, fully patched, versions of internet browsers for accessing the Online Banking Service.
- Some features of the Online Banking Services may not be supported with older browsers.
- You will need internet access through an Internet Service Provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need a valid e-mail address, for the delivery of electronic notices and disclosures.
- You should always maintain fully updated anti-virus protection on your computer.

You understand that to use Online Banking Services online via a personal computer, you must first obtain access to the internet with compatible hardware, software, and web browser. Obtaining and maintaining adequate internet access is your responsibility, and you are solely responsible for all costs of doing so. We are not responsible for any computer virus or related problems that may be associated with your use of the internet in general or your use of our Online Banking Service. Prior to enrolling in the Online Banking Service and agreeing to the terms of this Agreement, you should verify that you have the required hardware and software necessary to access the Online Banking Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material change that impacts your ability to access the Online Banking Service, we will give you advance notice of these changes, and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g., change to paper format vs. an electronic format) without the imposition of any fees.

#### **5. Electronic Disclosures**

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements
- Deposit account disclosures
- Notices regarding changes in account terms and fees
- Privacy notices

The equipment necessary for accessing these types of disclosures electronically is described within this Agreement.

**YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER ONLINE BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU**

## HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE ONLINE BANKING SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Opting out of electronic only statements on the statements page within the Service,
- Sending us a message via the Secure Messaging option within the Online Banking Service or
- Calling us at (855)365-RELY.

If you send us a message through the Online Banking Service, please be sure to identify yourself and the applicable accounts.

After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

If you enroll for e-statements and then later close your accounts with Relyance Bank, your access to the Online Banking Service will also be terminated. You may request paper copies of historical statements by contacting us. A fee may apply.

You should print or save a copy of all disclosures delivered electronically. Online banking customers may request paper copies of disclosures such as this Online Banking Agreement free of charge.

### **6. Basic Online Banking Services**

The basic features currently available through the Service include:

- Up to 18 months of complete transactional detail and history
- Account inquiries for balances, rates, etc.
- Copies of monthly account statements
- Transfers between your accounts at Relyance Bank
- Transfers between your accounts at other financial institutions
- Secure e-mails via the Service's messaging system
- View loan balances
- Payments to loans at Relyance Bank\*
- Stop payments on checks that you have written
- Transaction downloads

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting our E-Banking Department or sending us a secure message through the Service. Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high internet traffic or other factors beyond our control.

## 7. Other Basic Online Banking

### Features

#### (A) Online Stop Payment Service

The stop payment service is only for stopping payment on checks that you have written. **The stop payment feature within the Service CANNOT be used to cancel electronic payments, including but not limited to transfers or Bill Payment items.** If you need to dispute or cancel an electronic payment, you will need to contact us directly.

This feature is accessible in the "Self Service" menu of the Online Banking Service and provides a means to securely enter your stop payment requests. A stop payment order is effective for only six months but may be renewed by you in writing.

Stop payment requests received through the Service will generally be processed upon submission, based on the information that you provide through this website. If urgent action is required, you should contact us directly by telephone at (855)365-RELY or in person at the branch nearest you, during normal business hours.

To be effective, you must initiate the stop payment order **before** the item is presented to us. You must include the correct amount of the item, the correct check number, the correct account number, and the reason for the stop payment request. If you do not provide the correct information, we may not be able to enforce the stop payment order. The Institution will not be responsible, if you do not describe the check accurately. Other limitations on our obligation to stop payment are provided by law (for example: if we paid the item in cash or we certified the item prior to processing your stop payment order).

There is typically a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at (855)365-RELY.

When the stop payment request is submitted, a confirmation page is presented. You should print a copy of the confirmation page for your records.

#### (B) Check Reorders, Personal Information, & Secure E-Mail Services

Additional features within the Service include check reorders, contact information changes, and secure e-mail. The sending of messages or submission of Service Requests through Secure Messaging will generate a secure e-mail to the Financial Institution. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) Business Day. For urgent requests, we recommend that you contact our E-Banking Department at (855)365-RELY.

In addition to services found in Accounts or Self Service, you can request Bill Payment services and customize account preferences. There may be additional fees associated with some of these services. Fees will be disclosed in our fee schedule and/or at the time of your request.

#### (C) External Transfers

The External Transfer feature within our Online Banking Service is designed to transfer funds to or from an account at another financial institution. A transfer may take place only once or be set up to occur on a regular basis.

A fee is assessed for each transfer from a Relyance Bank account, as published in our current account fee schedule. There is no charge to transfer funds to a Relyance Bank account, outside of fees that could be applied by the other financial institution. Please refer to your account agreement for more information.

Transactions are typically limited to \$2,500 daily. Any transfer initiated on a day that is not a Business Day, as defined within this document, counts toward the applicable limit for the next Business Day. We may change the dollar limit at any time. A decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon the occurrence of any event that creates an unanticipated liability for us, as outlined within this document.

The transfer is scheduled immediately, based upon the information that you provide through this website. You agree to submit the transfer request within a reasonable period of time for Relyance Bank to receive and act upon the request and you understand that Relyance Bank must rely on the information provided to describe the account with certainty. Relyance Bank assumes no responsibility if the description is inaccurate.

Generally, transfer requests may be edited online. If urgent action is required, you should contact us directly by telephone at (855)365-RELY or in person at the branch nearest you, during normal business hours.

When the transfer is submitted, a confirmation page is presented. You should print a copy of the confirmation page for your records.

We may cancel your access to the External Transfer service, without prior notice, upon the occurrence of any of the following events, or any other event that creates an unanticipated liability for us:

- Any of your accounts with Relyance Bank are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with response to any Relyance Bank account during the current or three prior calendar months.
- You have had any prior External Transfer cancelled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

By adding an external account and executing a transfer, you certify that the external account is in the United States, and you are a user authorized to transact business on the account, acting with full authority. You may be required to complete a confirmation and/or validation process for added security. This process may include confirming the dollar amounts of two deposits via a provided link.

#### **(D) Loan Payments**

Loan payments funded by a checking or savings account at Relyance Bank may take place until 6pm (Central) on a normal business day to be credited to the loan on the same business day. Loan payments funded by a checking or savings account at another financial institution have a same day posting cut-off time of 2pm (Central). Loan payments submitted by selecting the "Set up repeating payments" option with a same day start on date may not process until the following business day.

When initiating a loan payment, you represent that you are a borrower or authorized user of the loan in question, and that you are authorized to conduct this transaction. "Loan" may mean an installment, mortgage, commercial, real estate, revolving or other type of loan you have with Relyance Bank.

If the loan in question is past due by one or more days, previously due amounts will be satisfied before additional principal payments may be applied.

Data obtained from you in connection with this payment service may include your account number at another financial institution and any other information that you may provide. We will only use the information you provide to the service to transmit your payments or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or other governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

Questions may be e-mailed to us at [internetbanking@relybank.com](mailto:internetbanking@relybank.com). You may also call (855)365-RELY.

## **8. Fees**

There is no service charge for accessing your account (view balances and account transfers) with our Online Banking Service. Please refer to your account agreement for a comprehensive list of common fees associated with transfers and transactions.

You agree to pay such charges and authorize us 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. Any applicable fees will be charged, regardless of whether the Service was used during the billing cycle.

You are responsible for any and all fees assessed by your Internet Service Provider, telephone, or mobile device carrier.

## **9. Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll for the Service on the internet. The internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your User ID and Password during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our E-Banking Department will verify the information you submit for accuracy and proper authorizations.

## **10. Linked Accounts**

When you first enroll for the Online Banking Service, we will link all of your designated Eligible Accounts to one User ID. If you want to limit the accounts linked, please make adjustments within the Self Service section.

If the Eligible Accounts added to the Service are jointly held or otherwise have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID and Password are authorized unless we have been notified to cancel the Service. If joint account holders use separate User IDs, the activity may be identified separately.

## 11. Signature Requirements

When any online transfer or other Payment Instruction is initiated through the Online Banking Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

## 12. Account Balances and Internal Transfers

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments, or charges. A transfer request may not result in immediate availability because of the time required to process the request. An internal (Relyance Bank account to Relyance Bank account) transfer request must be made before the **Business Day Cut-off time (6pm Central Time)** to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "Welcome" page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

## 13. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer, follow these instructions:

1. Log in and select Pay & Transfer, and Scheduled Transfers.
2. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.

You may also contact us at (855)365-RELY for assistance.

## 14. Transaction Limitations

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the Scheduled Payment Date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred, if Bill Payments exceed your account balance.

This financial institution currently limits the Bill Payment Service to only checking accounts, including money market accounts. Please refer to your original account agreement for excessive activity fees that may apply.

Bill Pay transactions may not exceed \$5,000 per day, per user. One-time exceptions to this limit may be considered at the discretion of this Financial Institution.

## **15. Bill Payment Terms and Conditions**

### **(A) Bill Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller 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.

### **(B) The Bill Payment Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, this Financial Institution and/or its Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

### **(C) Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

### **(D) Payment Methods**

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include but may not be limited to an electronic payment, or an electronic to check payment.

### **(E) Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be canceled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

## **(F) Bill Payment Stop Payment Requests**

You may cancel or edit a Scheduled Payment up until the time that payment processing begins. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a payment, it cannot be canceled or edited, and a stop payment request must be submitted.

We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability of this Financial Institution and its Service Provider to process a stop payment on a Bill Payment request that is already in process will depend on the payment method and whether or not the payment has cleared.

If you need to place a stop payment request on any Bill Payment that has already been processed, you must contact our E-Banking Department at (855)365-RELY immediately.

We will make every effort to accommodate your request, but we will have no liability for failing to do so unless the request is subject to the provisions contained in your depository account agreement or applicable law as it pertains to pre-authorized EFTs.

We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

If we complete a stop payment request on your behalf, Bill Payment privileges may be suspended pending recovery of funds by our Service Provider(s).

## **(G) Returned Payments**

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

## **(H) Bill Payment Information Authorization**

Requests for Bill Payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service, you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification).

## **(I) Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service. Payments to internet gambling sites are also prohibited through the Service.

## **(J) Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall this Financial Institution

or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment 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. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted, or misdirected exception payments will be your sole responsibility.

### **(K) Biller Limitation**

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

### **(L) Failed Transactions**

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

1. You will reimburse us, immediately upon demand, the transaction amount that has been returned.
2. You will reimburse us for any fees we may incur in attempting to collect the amount of the return from you; and
3. We are authorized to report the facts concerning the return to any credit-reporting agency.

## **16. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

### **(A) Information Provided to the Biller**

We are unable to update or change your personal or business information such as, but not limited to name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

### **(B) Activation**

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your

electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

### **(C) Notification**

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider 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 Biller to Biller. You are responsible for ensuring timely payment of all bills.

### **(D) Cancellation of Electronic Bill Notification**

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(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. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

### **(E) Non-Delivery of Electronic Bill(s)**

You agree to hold harmless, this Financial Institution and its Service Providers should the Biller 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 Biller directly.

### **(F) Accuracy and Dispute of Electronic Bill**

Neither Relyance Bank, nor our Service Providers are responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

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

## **17. Privacy**

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information, as well as your financial transactions with us. You should read our [Privacy Disclosure](#) before completing the enrollment process for the Service.

### **(A) 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:

- Where it is necessary for completing transactions.
- Where it is necessary for activating additional services.

- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller.
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our [Privacy Disclosure](#) for additional detail on disclosure of account information.

## 18. Internet Security

The Online Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the internet. Prior to activating your access to the Online Banking Service, our E-Banking Department will verify your identity and authorization against information associated with the Eligible Account(s) that you request to be linked to the Online Banking Service.

**User IDs and Passwords** - One of the main security features protecting the Online Banking Service is the unique combination of your User ID and Password. During the enrollment process, you will be asked to select a unique User ID and Password. For security purposes, do not use your account number or social security number as your User ID. Encryption and access controls are used to protect your Password within our database. We will not have access to this information. If you need to reset your Password, you may use one of our online, automated Password reset features: *Forgot your password?* on the Sign in page or *Password* within the Customer Service Index, or you may contact the Financial Institution for assistance.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is difficult to guess.
- You should not use words based on your name, address, or other personal information.
- Special characters may be used to increase security.
- Do NOT use dictionary words.
- Keep your Password safe.
- Memorize your Password and do NOT write it down.
- You should also change your Password occasionally, such as every 90 days.
- Passwords should not be shared with anyone, even Authorized Users.

When you enroll for the Online Banking Service you agree to change your Password immediately if you suspect that your Password has been compromised. This can be done at any time from the Customer Service index after you log on to the Online Banking Service.

**NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, E-MAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR USER ID, PASSWORD, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT US IMMEDIATELY AT (855)365-RELY.**

**Encryption** -The Online Banking Service uses the Secure Socket Layer (SSL/TLS) encryption technology for everything you do while using internet banking. Your browser automatically activates this technology when it attempts to connect to our Online Banking Service. The Online Banking Service requires a browser that supports commercially reasonable encryption, but at a minimum of 128-bit encryption, and will warn you if your browser does not meet this requirement.

Whenever SSL/TLS is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open"

to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the internet.

**Certificate Authority** - The servers hosting the Online Banking Service have been certified by a Certificate Authority to assure you that you are actually talking to the Online Banking Service instead of someone pretending to be us. By clicking on the lock within the Online Banking Service, you can view the certificate to ensure its validity.

**Cookies** - During your use of the Online Banking Service, our Online Banking Service Provider will pass an encrypted session cookie to your computer that enables us to process multiple transactions during the session without having to provide a User ID and Password for each individual transaction. You must accept this cookie to use the Online Banking Service. The session cookie is stored on your computer's hard drive, identifying your computer while you are logged on. The session cookie does not contain any personal information. When you log off, close your browser, or turn off your machine, the session cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

**Out of Band Authentication** - We use Out of Band authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution, we may ask you to place a call or receive a code via text which may be used to help verify your identity in the event unusual login or transaction activity is detected.

## 19. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER, INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g., computers in a library, internet cafe or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of internet browsers for accessing the Online Banking Service.
- Always keep your anti-virus and anti-spyware software current, and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband internet connection such as DSL or cable modem.

- If you use a wireless internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send online banking users security related notices or reminders; it is your responsibility to read all security notices.

## **20. Protecting Your Password**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Online Banking Service using a valid User ID and Password, including those situations when your User ID and Password are obtained due to compromise to your computer. If you permit other persons to use the Online Banking Service with 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 Online Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling (855)365-RELY during regular business hours. You can also contact us by sending a secure message through the Online Banking Service.

IF YOU DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE ONLINE BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Password change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

## **21. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the available limit of your Overdraft Privilege (if applicable).
2. The Service and/or the payment processing center is not working properly, and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute 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 Biller.
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed.
5. If your computer, software, and/or telecommunication lines were not working properly, and this problem should have been apparent to you when you attempted the transfer or Bill Payment.
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours.

7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal.
8. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and we have 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 any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **22. Documentation and Verification of Payments and Transfers**

Information regarding Online Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

## **23. Provisions Applicable Only to Consumer and Sole Proprietor Deposit Accounts**

### **(A) Errors and Questions**

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

- Telephone us at (855)365-RELY during regular business hours.
- Write to us at Relyance Bank Attn: E-Banking, 8500 Sheridan Road, White Hall, AR 71602 or
- Contact us by using the Secure Messaging feature within the Service.

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment 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, relevant Service account number(s), and User ID.
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 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 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 account.

For errors regarding electronic transactions on new accounts, we may take up to ninety (90) days to investigate your complaint or question. We may take up to twenty (20) Business Days to credit a new account for the amount you think is in error.

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.

### **(B) Consumer Liability for Unauthorized Transfers**

Tell us **AT ONCE** if you believe your User ID or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum Overdraft Privilege, if applicable).

If customers who are Consumers tell us within two (2) Business Days after you discover your Password, User ID used 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, User ID, 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 account 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.

## **24. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related 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 applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **25. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Online Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to name, address, phone numbers, and e-mail addresses. Changes to Profile Settings can be made either within the Self Service option or by contacting our E-Banking Department at (855)365-RELY.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **26. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact our E-Banking Department or send us a secure e-mail through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is canceled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking or Bill Payment activity for a period of six (6) consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must re-apply.

## **27. Exclusions of Warranties and Limitation of Damages**

THE ONLINE BANKING SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" 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.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE ONLINE BANKING SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE ONLINE BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE. NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING THE ONLINE BANKING SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE ONLINE BANKING SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

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

### **28. No Unlawful or Prohibited Use**

As a condition of using the Online Banking Service, you represent and warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Online Banking Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect, even if this Agreement terminates for any reason.

### **29. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **30. No Waiver**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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.

### **31. Captions**

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.

### **32. Disputes**

In the event of a dispute regarding the Service, you 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 us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict

between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

### **33. Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury with respect to any litigation brought, based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements, or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

### **34. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Relyance Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

### **35. Governing Law and Relation to Other Agreements**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

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