

## Business Online Banking Agreement and Disclosure

Business Customers who apply for Business Online Banking are required to read this Agreement and Disclosure prior to application. Please read this Agreement carefully and keep a copy for your records.

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## **Introduction**

This Business Online Banking Agreement and Disclosure, together with the Enrollment Form and Schedule of Services, the Business Mobile Banking Terms and Conditions, Treasury Management Services Master Agreement and Addenda, and any other documentation attached hereto and/or relating to other features of Business Online Banking, constitute the entire Agreement between you and the Bank with respect to the subject matter of this Agreement. There are no unwritten understandings or agreements as to those matters.

This Agreement, serves as the contract to establish the terms and conditions of Business Online Banking. This Agreement provides guidelines for electronic access to your accounts. By using Business Online Banking or permitting any other person to use Business Online Banking, you accept all terms and conditions of this Agreement.

The terms and conditions of this Agreement are in addition to any deposit agreements, deposit account rules and regulations, schedule of services and disclosures for each of your accounts, collectively, the "Deposit Agreement" as well as your other agreements with the Bank, including any loan, trust or overdraft protection agreements as to those matters.

With the acceptance of this Agreement, access to lines of credit/loans, through Business Online Banking, will be utilized only as authorized by the loan agreements.

## **Definitions**

As used in this Agreement, the words "we," "our," "us" and "Bank" mean Peoples Bank. "Primary Administrative User" and "Authorized User" refer to individuals authorized by you or the Primary Administrative User, under this Agreement, as appropriate, to use Business Online Banking. "You" and "your" refer to each of the accountholders. "Account" or "accounts" mean your deposit or loan accounts at Peoples Bank. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your Bank accounts. "Online Banking" refers to the services provided pursuant to this Agreement, including the Online Bill Payment Service. "Business days" means Monday through Friday, excluding Federal holidays. These definitions are in addition to the terms defined in the Treasury Management Services Master Agreement and attachments thereto, and any other agreements you may have with the Bank.

## **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds disclosures or periodic account statements, may be made electronically by posting the notice on Peoples Bank's website or through email. Any such email or posting on the Bank's website will be considered received by you within three (3) calendar days of the date sent by the Bank, regardless of whether or not you login to Online Banking within that time frame. You also agree to notify us immediately of any change in your email address by any of the methods stated within this Agreement's section titled "Communications Between Peoples Bank and You."

You have the right or option to have any disclosure, notice, or other information provided to you on paper or in other non-electronic forms upon request. You have the right to withdraw your consent to electronic delivery, upon notice to us.

## **Computer Requirements**

You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing online services. For minimum computer requirements, contact Online Banking Services at 219-853-7630, Option 2.

## **User Administration**

Access to the Account(s) through Online Banking will be based upon the identification of a Primary Administrative User as specified by you during enrollment. Your Primary Administrative User must be an authorized signer on the business' account(s). This user will have full access to all Accounts and Services, and administration privileges. The Primary Administrative User will be responsible for creating, updating, and deleting additional Authorized Users (if applicable), assigning access to Accounts and Services, and resetting User passwords. You agree that, in the event such authority is granted, we shall be absolved of any and all responsibility, duty, obligation or liability concerning acceptance of funds transfer instructions received by us from your Authorized Users. All actions taken by the Primary Administrative User will be considered authorized by you.

The Primary Administrative User is responsible for familiarizing all Authorized Users with the provisions of this Agreement. You assume sole responsibility for the actions of your Primary Administrative User, the authority he or she gives to Authorized Users to act on your behalf, and the actions of the Authorized Users. Any changes to your Authorized Users shall be the sole responsibility of you and your Primary Administrative User, and any such change shall be within your sole control and/or that of your Primary Administrative User and shall not impose any additional duty

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or liability on us. You understand and acknowledge that by appointing a Primary Administrative User you are conferring to such Primary Administrative User access and control over your Accounts. By using Online Banking, you assume the risks involved in appointing a Primary Administrative User and Authorized Users, and agree to hold us harmless from any loss resulting from the wrongful acts or omissions of the Primary Administrative User or any Authorized User.

You represent that the Primary Administrative User and each Authorized User has general authority from you to access information and give instructions including general authority over the movement of your business's funds and accounts as evidenced by banking resolutions, partnership declarations, and/or other agreements, certifications or instruments you have provided to us, and that we have full authorization from you to rely and act upon these instructions, even if such instructions may be in conflict with a multiple signature requirement as specified on your account signature card. You agree to institute and maintain and enforce procedures and policies to ensure that Online Banking is only used by Authorized Users for authorized activities and transactions on your behalf and to follow all Bank Security Procedures provided within this Agreement or any other agreement you have with the Bank.

We undertake no obligation to monitor transactions through Online Banking to determine if they are made by or on behalf of the accountholder. You, and any other owner of the Account(s), release us from liability and agree not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is you, an Authorized User, or otherwise has been given access to the Account(s). You agree to indemnify and hold us harmless from any and all liability including, but not limited to, reasonable attorney fees arising from any such claims or actions.

### **Updating and Revoking Primary Administrative User**

If you elect to update or revoke the access of your Primary Administrative User, you must make your request on the Primary Administrative User Change Request form. Sufficient notice of your intent to update or revoke your Primary Administrative User shall be given to the Bank, and the Bank must have a reasonable time to act upon the notice.

You are responsible for deleting and/or blocking any Tokens or other security devices used by or assigned to the Primary Administrative User and/or any Authorized User that is no longer employed by you.

### **Access Requirements**

To use Business Online Banking, you must have a business deposit or loan account at Peoples Bank, access to the Internet and an email address. Access to Online Banking will not be effective until all information on the enrollment request has been verified and approved. Changes to account information must be communicated to us in writing.

### **Linking Accounts of Additional Businesses**

If you are authorized to enter into an Agreement for multiple businesses, and if you want to link the Accounts and Services for one business to the Service Accounts for other businesses entering into this Agreement, you will need to complete a Multiple Business Access Request form. Upon doing so, you may link the Service Accounts of more than one business, and use a common Company ID. By linking the Service Accounts of multiple businesses, you are certifying that you are properly authorized to link the Service Accounts of the different businesses and to use all the functions of Business Online Banking Service for each business. The account owner further agrees to inform Bank if anyone's authority over any linked account diminishes or ceases in any way. Until Bank is informed of a change to your authority, Bank is not liable in any manner whatsoever for any damages suffered by you, your businesses, or any third party.

### **Online Banking Services**

You can use Online Banking to check the balance of your Accounts, view transaction history, transfer funds between your Accounts, create and manage alerts, initiate stop payments, view front and back of check images, view deposit tickets, and pay bills. Online Banking allows you to download transaction history to various accounting software programs. Step-by-step instructions are provided within Online Banking.

Updated balance and account activity is available by 7:00 a.m. (Central Time.) Deposits, withdrawals (this does not include ATM/POS transactions) and payments are immediately viewable on your Accounts.

Additional services and enhancements to existing services may be added from time to time without prior notice.

Advanced features include: ACH Payments, ACH Collections, ACH File Upload, Positive Pay, ACH Positive Pay, Account Reconciliation, enhanced reporting options, extended online history, and Wire Transfer Requests. Please read online instructions carefully. Some Service features may require the submission of additional forms and approval to use the service.

### Hours of Access

You can use Online Banking seven (7) days a week, twenty-four (24) hours a day. Some or all Online Banking services may not be available occasionally due to emergency or scheduled system maintenance or events beyond our control. We agree to post notice of any extended or unusual periods of non-availability on our website at [www.ibankpeoples.com](http://www.ibankpeoples.com) or notify you via email.

### Cutoff Times

The following services are subject to the following cutoff hours on Business Days:

Stop Payments	6:00 PM CT
Transfers	6:00 PM CT
External Transfers	6:00 PM CT
Bill Payment	6:00 PM CT

### Your Password

You are required to change your Password upon your initial login to Online Banking. You will be prompted to change your Password every ninety (90) days. You determine your Password according to the criteria displayed within Online Banking. Your Password is never communicated to us.

Your Password should not be associated with any commonly known personal identification, such as social security numbers, addresses, date of birth or names of children. Your Password should be memorized rather than written down.

Your online access will be locked after three (3) unsuccessful attempts to sign on to Online Banking. To re-establish your access to Online banking you must contact your Administrator or the Bank to obtain a new temporary Password.

You agree to keep your Company ID, User ID and Password 1) secure and strictly confidential, providing it only to Authorized Users on your Account(s); 2) instruct each person to whom you give this information that he or she is not to disclose it to any unauthorized person; 3) immediately notify us if you believe your information may have become known to an unauthorized person. We may suspend or cancel your access even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

We will not accept notification of lost or stolen Passwords or unauthorized transfers via email.

IF YOU FURNISH A PASSWORD AND GRANT AUTHORITY TO MAKE TRANSFERS TO A PERSON (SUCH AS AN EMPLOYEE) WHO EXCEEDS THE AUTHORITY GIVEN, YOU ARE FULLY LIABLE FOR THE TRANSFERS UNLESS YOU NOTIFY US THAT TRANSFERS BY THAT PERSON ARE NO LONGER AUTHORIZED, WITH REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

WARNING: Certain Internet browsers will prompt you to "save password." If you elect to save your Password, it will be stored in your computer. This will allow anyone who obtains access to your computer to use your browser to sign on to Online Banking in your name and under your Password, thereby accessing your Account without your knowledge or permission. The Bank strongly urges you not to save your Password in your browser's "memory," even though it may save you time.

### Security Procedures

You understand the importance of your role in preventing misuse of your Accounts through Online Banking and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your Company ID, User ID, Password or Token code, which are intended to provide security against unauthorized entry and access to your Accounts.

You shall comply with the Security Procedures we direct you to use, and you acknowledge that the Security Procedures, including (without limitation) our Security Devices, constitute commercially reasonable security procedures under Applicable Law for the initiation of the Services you utilize, including without limitation, origination of payment orders, transfers and access to confidential information.

Bank shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where Bank reasonably doubts its authenticity, authorization, contents, origination or compliance with the Security Procedures. Even if a Communication is given in compliance with the applicable Security Procedures, Bank may, at its discretion, delay the execution of that Communication until Bank is able to verify the authenticity of the Communication by any means reasonably acceptable to Bank including, without limitation, placing a telephone call to any person who is either an authorized signer on your Account or who you have authorized to initiate or confirm Communication (by course of dealing or otherwise). Bank shall not be liable to you or any other person for such delay, provided that Bank has acted in good faith. Bank will be responsible for acting only on those

Communications actually received and cannot assume responsibility for malfunctions in transmission or communications facilities or acts of others not under Bank's control that may affect the accuracy or timeliness of Communications. Bank shall have no duty to discover, and shall not be liable for, your errors or omissions. If Bank complies with the Security Procedures in respect to a Communication, Bank shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and you shall be bound by, any Communication sent in your name, whether or not authorized.

**The Security Procedures for online access to Services replace any requirements you have imposed on your Accounts otherwise. This includes multiple signature requirements, which are replaced by enhanced user administration, tiered approvals, and Account entitlements.**

Bank is not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with accessing the Internet or the Service. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your Access Device. We are not responsible for any errors or failures resulting from defects or malfunctions of the Financial Software. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR ACCESS DEVICE OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

When leaving an Online Banking session, it is highly recommended that you sign-off completely and close your browser before going to another website. Notwithstanding our efforts to ensure that Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or email transmitted to and from us, will not be monitored or read by others. For more security tips, please visit our website at [www.ibankpeoples.com](http://www.ibankpeoples.com).

### **Inactivity**

During your Online Banking session, you will automatically be disconnected after twenty (20) minutes of inactivity.

User IDs will automatically be changed to Inactive status and prevented from signing on when the User:

- Has not successfully signed on within the past ninety (90) days; or
- Is assigned a temporary Password and has not signed on with it in the past ten (10) days.

Inactive users can have their Password reset by the Primary Administrative User or by contacting the Bank.

If no Authorized Users login to your Online Banking profile during any one hundred and twenty (120) consecutive day period, we will assess an Inactivity fee to your Billing Account. If no Authorized Users login to your Online Banking profile during any consecutive three hundred and sixty-five (365) day period, we will terminate your access without notice. If you wish to reinstate your Online Banking access, you must re-enroll.

### **Fees and Charges**

You agree to pay the fees and charges for your use of Online Banking as set forth in the current Schedule of Services. You agree that all such fees and charges will be deducted from the Account designated as the "Billing Account" on your Online Banking enrollment.

If you close your Billing Account, you must contact us by email or in writing immediately to designate another account. If you do not contact the Bank before the next billing period, the bank will designate a new Billing Account.

You agree to pay any additional charges for Services that you request which are not covered by the Agreement. You are also responsible for the expense of your telephone, Internet service provider, satellite or other such associated fees you incur in connection with your use of Online Banking.

The Bank will notify you of any change in the pricing of Online Banking. If the Bank does not receive a response with regards to a price change within 30 days, or you continue to use Online Banking, the Bank will assume your acceptance of the new pricing schedule.

### **Transactions**

We will process and complete all payments, transfers, and other transactions that appear to be properly initiated through Online Banking in accordance with this Agreement and any other account agreements. Online Banking identifies transactions based upon the User ID of the Authorized User who initiates and/or approves the transaction. You agree to

communicate with, and establish policies and procedures for, Authorized Users concerning any transactions from your Account(s) in order to avoid unauthorized or erroneous transactions, such as overdrafts. You agree that we will not be liable for any loss, cost or damage you might incur arising directly or indirectly from any error or omission in the information or instructions provided to us by you or any Authorized User; from the loss or theft of any of your Passwords, Tokens, or other Security Devices, or the unauthorized access to any of your systems; from your failure to comply with any of the terms and conditions of the Services or your account agreements; from the completion of any transaction that we reasonably believe to be properly authorized, or from the failure of any transaction that we reasonably believe to be unauthorized or erroneous; or from any other circumstances beyond our control.

### **Internal Transfers**

The Services allow you to transfer funds among your eligible Service Accounts held at Bank. Transfers may be scheduled for the same day or for a future date. Transfers will be posted as pending transactions when initiated. Transfers initiated prior to the Cutoff Time will be effective the same Business Day. Transfers initiated after the Cutoff Time will be effective the next Business Day. A Future Dated Transfer may be scheduled as a one-time request or a recurring request. Future Dated Transfers will be initiated on the Transmit Date requested (even if the Transmit Date is not a Business Day), not the date the transfer is scheduled.

Bank is under no obligation to inform you if it does not complete a payment or transfer because there are insufficient funds or credit in your Account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within the Service.

You agree that you will have sufficient available funds in the designated deposit account to cover all transfers on the date scheduled. If the Account does not have sufficient available funds on the scheduled transfer date, we may elect not to initiate one or more of the transfers. If the transaction is completed, it may cause an overdraft in your Account in which case you shall be liable for the overdraft and any overdraft fees as set forth in your Deposit Agreement.

Transfers between accounts are subject to the terms of your account agreements (e.g. limitations on transfers). Transfers are not permitted from one line of credit account to another line of credit account.

### **External Transfers**

External Transfers allow you to transfer funds from your accounts at Peoples Bank to designated accounts at other financial institutions. You are responsible for providing the routing number, account number, account type, and account description in writing on the External Transfer Service Enrollment Request form.

External Transfers initiated through Online Banking before the Cutoff Time on a Business Day will be sent to your designated account. External Transfers completed after the Cutoff Time on a Business Day, or anytime on a Saturday, Sunday or Federal holiday will be sent to your designated account on the next Business Day.

### **Overdrafts (Order of Payments, Transfer and other Withdrawals)**

If your Account has insufficient funds to perform all electronic funds transfers (transfers, Online Bill Payment, etc.) you have requested for a given Business Day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic funds transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic funds transfer initiated through Online Banking, which would result in an overdraft on your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Agreement;
- d. You agree to pay us the amount of any overdraft together with any fees and accrued interest immediately upon demand, whether or not you requested or participated in the transaction creating the overdraft or received any benefit from the transaction creating the overdraft. You agree to pay all costs and expenses, including attorney fees, incurred by us in the collection of any overdraft.

### **Alerts**

The Bank will send required Alerts as part of your Online Banking service. You may choose to receive additional non-required email and text message Alerts to help you manage your account(s). The Bank may add, change, or discontinue required and non-required Alerts at any time.

You are responsible for providing and maintaining a valid email address and mobile phone number within Online Banking. You may also provide a secondary email address.

You acknowledge that Alerts may be delayed or may not be received for a variety of reasons. You agree that we are not

liable for delays, non-delivery, or misdirected delivery of Alerts. You also agree we are not responsible for errors in the content, or any actions taken or not taken by you or any third party in reliance on an Alert.

If you choose to receive Text Message Alerts, you are agreeing to the Text Message terms and conditions established by your carrier. Messages and data rates may apply, and you should contact your carrier for details. The frequency of text messages will depend on the alerts you choose. You can change your alert selections at any time. Messages can be discontinued by changing your alert selections, or by sending STOP as a reply to an alert message or directly to 20736. Messages will come from PEOPLES BANK 398 as Bank Alerts. For additional assistance, type HELP in response to a message from 20736 or contact Online Banking Services.

### **Online Bill Payment Service**

By using the Online Bill Payment Service, you agree that we will debit your designated account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf. You may designate only one Checking account from which Bill Payments are made. If the Bank institutes a monthly charge, it will be deducted from your Checking account within the first ten (10) days of the month following the month of service.

To make payment through the Online Bill Payment Service, you must designate:

- a. The Bank account from which the payments are to be made;
- b. The complete name of the payee, your account number with the payee and the payee's remittance address; and
- c. The amount of the payment.

We reserve the right to refuse to pay any payee designated by you. If we do so, the Bank will notify you promptly. The Bank reserves the right to terminate or deny access to the Online Bill Payment Service.

You are not allowed to pay a court ordered payment or make a payment to the Internal Revenue Service through the Online Bill Payment Service.

### **Scheduling Online Bill Payments**

The Bill Payment Processing Center determines if the payment is sent electronically or by paper check. If payment is made by paper check, you understand and agree that paper checks are mailed and the payee may not receive payment until five (5) to seven (7) Business Days after the payment is deducted from your Account. If the payment is made electronically you understand and agree that the payee may not receive payment until seventy-two (72) hours after the payment is deducted from your Account.

Bill Payment(s) scheduled after the Cutoff Time will be processed on the next Business Day. Payment(s) can be scheduled up to 364 days in advance.

You understand and agree that we are not responsible for the timely delivery of mail, the improper transmission or handling of payments by a third party (such as the failure of the payee to properly post a payment to your account). You also understand and agree that we are not responsible if you do not have sufficient funds in your Account on the date payment is to be deducted from your Account.

Payment(s) made through the Bill Payment Service requires sufficient time for your payee to credit your Account properly. You must authorize and schedule payment(s) within a sufficient time frame to avoid finance charges or other charges that may be assessed by the payee for late or non-receipt of payment. The Bank will not be responsible for any charges assessed or other action taken by a payee resulting from a late or non-receipt of payment, including but not limited to finance charges and late fees.

Funds must be available in your designated Account on the scheduled payment date. If your Account does not have sufficient funds on such scheduled date, the payment will be processed as any other non-sufficient funds item with all applicable charges as provided in the Deposit Agreement. You will be notified and the Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your Account to process the transaction. In all cases, you will be responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. In the event you have insufficient funds to make some, but not all, of the payments scheduled for a particular date, the Bank may use such method as disclosed in the Deposit Account Agreement.

### **Cancelling an Online Bill Payment**

A bill payment that you have scheduled, but has not been completed may be canceled if it is in the Pending Payments list. A verbal request to cancel a bill payment can be made by contacting Online Banking Services at 219-853-7630. The request must precisely identify the name of the payee, the payee assigned account number, the amount and scheduled date of the payment. We will assume no responsibility if any information provided to us is incorrect, incomplete or in a manner that would result in the check being paid (i.e., incorrect check number,



amount, account number or date).

If a bill payment is paid electronically and has been debited from your Account, you cannot cancel or stop the transaction.

If a bill payment is paid by paper draft, you may be able to cancel the payment if the paper draft has not cleared. Contact Online Banking Services at 219-853-7630. If the paper draft has not cleared, we will attempt to process your stop payment request. If the paper draft has already cleared, you will be notified. To process this request you must submit a message, under your Company ID, User ID, Password or Token code, from Online Banking, authorizing this action without your physical signature.

### **Expedited Payments**

Expedited Payments are a feature of the Online Bill Payment Service that enables you to have a payment processed faster. Depending on the intended payee and time of day, Expedited Payments are available for same day or next day processing and posting. Online banking will automatically determine whether the Expedited Payments option is available for a payee and determine the date your Expedited Payment will be processed (the Deliver By Date). If Expedited Payments is not available for a payee, it will not be presented as an option.

Depending on payee limitations and time of day, Expedited Payment for same day processing may not be available. The Deliver By Date may be delayed until the following Business Day.

If Expedited Payments are initiated after the cutoff time for same day processing, the payment will not be processed until the following Business Day. Online Banking will notify you of the additional processing time before you approve the Expedited Payment.

An Expedited Payment that is in-process cannot be canceled or stopped, for any reason, after it has been submitted to the Bank. Expedited Payment fees will be assessed to the bill payment funding account selected for the Expedited Payment. Review the service fees sections of this document for applicable fees.

### **Limits**

There may be limits on the dollar amount of the transactions you can make using Online Banking. These limits may change from time to time in accordance with applicable laws and regulations and according to the discretion of Bank. You may only make payments through the Services using the valid currency of the United States (U.S. Dollars). There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of your deposit, loan, or other agreements with us or applicable law. You agree to abide by and be bound by all applicable limitations.

### **Stop Payment Requests**

You may initiate stop payment requests online via Online Banking for paper checks (not pre-authorized or electronically established payment requests) you have written on your Bank accounts (not checks issued on your behalf using the Online Bill Payment Service). Online stop payment requests will be processed the same Business Day if initiated before the Cutoff Time. Requests received after the Cutoff Time will be processed on the next Business Day.

Stop payment fees, according to the Deposit Agreement, will be assessed to the Account on which the stop payment has been issued. The stop payment request must precisely identify the name of the payee, the check number, the amount and the date of the check. It is understood that you are authorizing this stop payment action to occur by sending it to us under your Company ID, User ID, Password or Token code, without physical signature. We will assume no responsibility if any information provided to us is incorrect, incomplete or in a manner that would result in the check being paid (i.e., incorrect check number, amount, account number or date).

Once placed, the stop payment order will remain in effect for six months from the date when it was made. An authorized business representative may renew the stop payment order for an additional six-month period when the expiration date arrives. You are responsible for monitoring the expiration of stop payments. No notice will be provided to you that a stop payment is expiring. A fee will be charged for each stop payment and extension thereafter.

### **Periodic Statements**

All Online Banking transactions will appear on your periodic account statement, with the exception of stop payment requests.

### **Online Statements**

You may choose to receive checking, savings, certificate of deposit, and loan statements online. Online Statements will be delivered within Online Banking and can only be accessed after you successfully login. If you choose to have your  
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statement delivered online, it will not be sent in the mail. You will receive an alert when your statement is available.

You agree to notify us immediately of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

### **QuickBooks® Connectivity**

You may download your account activity from Business Online Banking in a .qbo file for import to the QuickBooks® software. You are responsible for separately purchasing QuickBooks, and Bank makes no warranties nor accepts any liability for such software. QuickBooks is a registered trademark of Intuit, Inc.

### **Change in Terms**

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We may notify you of any required notice of change in terms on our website [www.ibankpeoples.com](http://www.ibankpeoples.com), by email or postal mail. If advance notice of the change is not required, and the change does not jeopardize the security of your Account or our electronic funds transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any part of or all of Online Banking indicates your acceptance of the change in terms.

We reserve the right to waive, reduce or reverse charges or fees in certain situations. You acknowledge and agree that the applicable deposit account or loan agreements and disclosures govern changes to fees applicable to specific accounts. You also agree to accept notification on any and all changes to these accounts by email, mail sent through Online Banking, or postal mail.

### **Disclaimer of Warranty and Limitations of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the services of Online Banking provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking services will be available and operational at all times or that you will always have access to Online Banking. We do not warrant that our services, the Internet or our suppliers will be available on a specified date or time or have the capacity to meet your demands during specific hours.

You agree that the Bank, its officers, directors, employees, agents or affiliates are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided hereunder, your use of or access to Online banking, or the inability to use the Services or products provided hereunder, including, but not limited to, loss of profits, revenue, or data by you or any third party, whether in an action in contract or tort or based on a warranty. Neither the Bank nor its suppliers will be liable for unauthorized access to the Bank's transmissions facilities, premises, equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of the Bank or its suppliers' negligence.

The Bank attempts to properly transmit email or other electronic communications. However, by using Online Banking, you agree that you will not assert any claim against the Bank arising from the inadvertent or negligent misdirection of email or other electronic communications to a third party, even if such email results in the disclosure to a third party of confidential or personal information about you.

### **Third Party Network Disclaimer**

You may not resell or redistribute any Services you receive through Online Banking, our other services or from our suppliers. You acknowledge and agree that neither the Bank nor its suppliers are responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet. You agree to take reasonable steps to ensure that you will not use the Services provided to you for illegal or disruptive purposes. Disruptions include, but are not limited to, distributing chain letters or mass mailings of unsolicited email ("spamming"), propagating computer worms or viruses or using the Services and the Internet to make unauthorized entry to any other machine. Violation of the foregoing may result in termination of access rights to the offending party or parties.

### **Third Party Software; Electronic Threats**

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with Online Banking (for example QuickBooks, Microsoft Money, etc.). The Bank is not responsible for any electronic threats (for example viruses, spyware, etc.) that you may encounter. We encourage

you to routinely scan your computer, devices, and software using reliable anti-virus and malicious software detection products to detect and remove any electronic threats found. Undeleted or unrepaired electronic threats may alter, corrupt, transmit, damage, or destroy your programs, files and even your computer. Additionally, you may unintentionally transmit electronic threats to other computers, devices or software. It is your responsibility to maintain the integrity of your computer systems and devices.

### Your Right to Terminate

You may cancel your Online Banking service at any time upon thirty (30) days written notice to the Bank by postal mail or fax. Your access to Online Banking will be suspended within three (3) business days of our receipt of your instructions to cancel Online Banking.

You will remain responsible for all outstanding fees, charges and pending transactions incurred prior to the date of cancellation.

### Our Right to Terminate

You agree that we can terminate or limit your access to Online Banking for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your bank accounts. Online Banking may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, debits, etc;
- Upon three (3) business days' notice, if you do not contact us to designate a Billing Account immediately after you close an existing Billing Account;
- If no Authorized Users log in to your Online Banking profile during any consecutive twelve (12) month period, access will be terminated without notice. If you wish to reinstate your Online Banking access, you must contact the Bank;
- You violate any term or condition of this Agreement or any other account agreement; or
- For any other reason at our sole discretion, with reasonable notice.

### Electronic Mail

If you send the Bank an electronic message (email), the Bank will be deemed to have received it no later than the following Business Day. The Bank will have a reasonable time to act on your email.

You should not rely on email if you need to communicate with the Bank immediately (for example, to report the loss, theft or unauthorized use of your Password or an unauthorized transaction). **Do not use this feature to send us confidential information about your Account.**

We strongly recommended that you use Contact Us, a secure messaging service within Online Banking, for contacting us regarding your Account.

### Communication Between Peoples Bank and You

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

- E-mail – support@ibankpeoples.com
- Secure Message – via Business Online Banking > Contact Us
- Telephone -You can contact us by telephone at (219) 853-7630, Option 2
- Fax: Attn: Digital Banking Services, 219-836-4424
- Postal Mail -You can write to us at: Peoples Bank -Attn: Digital Banking, 9204 Columbia Ave., Munster, IN 46321

Notices to you may be mailed or sent to you at the statement, e-mail or mailing address shown for you in our deposit or Service records, or (for online Services) by posting the notice at our website. Notice of a transaction to an online Account is also given if posted to and viewable by you on that Account. Notices may also be given to you by message on any paper or electronic statement that we issue in connection with affected Service(s) or with any Account(s) that use the affected Service(s) (e.g., statements or reports that reflect transactions in, fees for, or Account Analysis).

All Electronic communications will be provided by one of the following methods: (i) via e-mail (any Electronic communication sent by secure e-mail will be deemed to have been received by you when we or our Vendor send it to you, whether or not you receive the e-mail); (ii) by access to a Website that we will designate in an e-mail notice we send to you at the time the information is available; (iii) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose; (iv) by posting the communications to the online Service; or (v) by requesting you download a PDF containing the communication.

In addition, in order for us to service your Account, mitigate fraud or to collect any amounts you owe, we or our Vendor may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your Account, including wireless telephone numbers that could result in charges to you. You acknowledge and agree that the

manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.

You agree and acknowledge that e-mail is not a secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions, account information, or transaction information. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your Account or personal information. If you send us an electronic e-mail the Bank will have reasonable time to act on your e-mail. We are not responsible for misdirected or lost e-mails.

We will never contact you by e-mail, phone, or SMS text, or Internet-based requests to ask for or to verify Access Credentials, Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you should not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail.

#### **Applicable Law:**

This Agreement shall be governed by and construed and enforced in all cases by the substantive laws of the state in which your Account is located, the NACHA rules and other applicable federal laws and regulations, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply. The location of your Account is determined by the location of the Banking Center to which the Account is assigned.

Nothing herein shall affect the Bank's rights to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against you in the competent courts of any other jurisdiction or jurisdictions.

You agree not to operate your Accounts, use your Services, or conduct transactions in a manner that violates or supports violation of the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. We will each comply with all Applicable Laws in connection with the Services. This includes, but is not limited to, sanctions enforced by OFAC. It is your responsibility to obtain information regarding OFAC sanctions. You may choose Services to which the NACHA Rules are applicable. You agree to be bound by the NACHA Rules, and agree that no communications which violate United States law may be initiated using the Services. You shall be responsible for and shall fully indemnify us for any and all fines and assessments imposed on us as a result of any infraction or violation of the NACHA Rules caused by or attributable to you.

#### **Restricted Transactions; Internet Gambling:**

You may not use any Service to process transactions restricted by Federal Reserve Regulation GG (12 C.F.R. Part 233). Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by themselves or others in unlawful Internet gambling. We have elected to not offer Accounts to organizations that offer, sponsor or facilitate Internet gambling. As such, you agree not to use any Account or Service to process Internet gambling transactions, whether or not permitted by law.

#### **Waiver of Jury Trial**

THE PARTIES HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, THE OBLIGATIONS HEREUNDER, OR ANY TRANSACTION ARISING THEREFROM OR IN CONNECTION THERETO. YOU REPRESENT TO THE BANK THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

#### **Export Control**

The Services may contain software and other technology subject to U.S. export controls. No software or other technology from the Website or Services may be downloaded, accessed, or otherwise exported: (i) into, or to a national or resident of, a country to which the U.S. has embargoed goods, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Customer represents and warrants that it is not located in, under the control of, or a national or resident of, any such country or on any such list.

#### **Binding Agreement: Benefit**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank hereunder.

**Attorney Fees**

Should any dispute arise between the parties to this Agreement concerning the rights and duties of either party in relation to this Agreement, the Bank shall be entitled to recover (in addition to any other relief that may be granted) a reasonable sum as and for its attorney fees in connection with such dispute.