



This Personal Online Banking Disclosure Agreement (“Agreement”) covers the use of Personal Online Banking (“Personal Online”, “Service”) to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. This Agreement contains the terms and conditions governing the Service and it is a contract which establishes the rules which govern the electronic access to your accounts at Infinity Bank (“Bank”) through Personal Online Banking (“Service”). This Agreement and its Schedules, all Bank disclosures, and any other applicable agreements between you and the Bank govern the use of the Services.

DEFINITIONS

“We”, “our”, “us”, and “Bank” means Infinity Bank, the depository institution that holds one or more accounts accessed by the Service.

“You” and “your” refers to the accountholder authorized by the Bank to use the Service under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s accounts through the Service.

“Account” or “accounts” means your accounts, including your Bill Payment account, at Infinity Bank.

“ACH” means payment made via the Automated Clearing House.

“Bill Payment Service” means payments to third parties (each set up as a “Payee) either by transferring funds electronically from your Bill Payment account to a Payee or by issuing a check drawn on your Bill Payment account to a Payee.

“Business days” means Monday through Friday except Federal Reserve Holidays.

“Check” means a draft, payable on demand and drawn on or payable through or at an Infinity Bank location, including a Substitute Check.

“Electronic funds transfers” means ATM withdrawals, telephone transfers, preauthorized transactions, point of sale transactions, and transfers to and from your Infinity Bank accounts using the Service.

“External Transfer Service” means the transfer of funds from one or more of your accounts with the Bank to accounts you may have with another financial institution.

“Mobile Banking Service” means the access and capability to conduct a range of financial transactions using a mobile device such as a cell phone or tablet, and using software called an app, provided by the Bank in order to access the services.

“Zelle Service” means the transfer of funds from one of your accounts with the Bank to an account of another person at another financial institution.

“Service”, “Services” means the services provided pursuant to this Agreement.

DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS. The Bank provides the ability to electronically receive required disclosures associated with your Bank accounts and electronic services. The following Agreement applies to all electronic products, services, disclosures and communications. Before obtaining products or services or receiving disclosures and communications electronically, you must read and indicate your acceptance of the terms below. By selecting “I have read and agree to the terms of the Personal Online Agreement and Disclosure” button below, you acknowledge receipt of the information listed in this Agreement and you agree to receive certain information regarding the Services in electronic form.

To receive and retain information communicated to you in an electronic form, you must maintain minimum computer hardware and software requirements. You are responsible for the purchase, installation, maintenance, upgrades and security of the software, hardware and Internet Access needed to use Online Banking and the Statement Service.

You agree to use a reputable anti-virus and anti-spy ware software program on the hardware and update such anti-virus and anti-spy ware software periodically in accordance with a commercially reasonable schedule. The Bank is not responsible for any errors or issues that arise from the malfunction or failure of either the hardware or software. By consenting to access and electronic delivery, you also verify that you meet the following required hardware and software requirements:

- A personal computer or other personal device capable of accessing the internet.
- A web browser which supports 128-bit SSL encrypted communications.
- Software that permits you to receive and access PDF files, such as Adobe Acrobat Reader.
- High-speed internet connection
- E-mail address that is regularly checked for any notices from the Bank.

We will provide disclosures in a clear, conspicuous manner that you are able to print and/or store using the hardware and software specified within this Agreement. You understand that you have a right at any time to revoke this Agreement and thereby withdraw consent for us to communicate with you electronically. In order to withdraw consent and terminate this Agreement, you must notify us, in writing or by telephone, 30 days in advance of this decision at the address or number below. There are no fees associated with rescinding this Agreement. You understand that we will not typically mail paper copies of the disclosure or account statements received electronically. After agreeing to receive communications electronically, contact the Bank at the address or phone number below if you would like to obtain a paper copy of any disclosure. Applicable research fees may be billed to your account. You agree to notify us immediately if you are unable to access any of the information that has been delivered in an electronic form or manner. You are responsible for maintaining an accurate e-mail address in which to receive e-mail notifications. You are required to update us with any changes by calling or writing us at the number or address below.

Providing Consent to Statement Services. When you enroll in the Statement Service, you are consenting to participate in the Statement Services of Online Banking. Your consent to participate in Statement Services, indicates that you consent and agree to the following:

- This agreement applies to all eligible accounts including Checking, NOW, Money Market or Savings Accounts that you have access to using Online Banking.
- This agreement applies to periodic account statements, as well as any account disclosures or notices that we are required, by law, to provide.
- You agree to provide and maintain a valid e-mail address to which we can send notifications of Online Statement delivery as well as any account disclosures that we are required, by law, to provide. If you do not provide a valid e-mail address, you will not be able to consent to delivery of any electronic documents.
- The Bank will provide a rolling 18 months of Online Statements immediately upon your consent to receive delivery of Online Statements for any account to Online Banking. You may have access to less than 18 months of Online Statements if your account has not been opened with the Bank for a full 18 statement cycles or, if the type of account does not typically produce a monthly statement.
- You consent that you are the authorized signer (primary accountholder) of the Account. Your electronic signature executed in conjunction with this Consent and Authorization and any electronic transaction on this account shall be legally binding on all owners on the account including yourself and such any transaction performed pursuant to this Agreement shall be considered authorized by me.
- Your ongoing consent to receive subsequent account statements electronically is voluntary and may be withdrawn at any time.

Withdrawing Consent to Statement Services. You may withdraw your consent to participate in the Statement Service of Online Banking for any account at any time by changing the delivery Method from online to paper on the "Change Statement Delivery Method" page accessible by selecting "Customer Service" menu or by calling us at (657) 223-1000.

The Bank reserves the right to treat an invalid e-mail address as a withdrawal of your consent to participate in the Statement Services of Online Banking. For example, if a delivery notification is returned to us because the e-mail address is not available or invalid, the Bank can treat this as a withdrawal of your consent to participate in Statement Services. Any consent to withdraw from Statement Services will be effective after a reasonable period of time after we have determined consent to have been made.

Updating Account Records. It is your responsibility to provide us with accurate, current and complete e-mail address, contact and other information related to this Statement Service and your accounts. Your e-mail address can be updated by logging into Online Banking and selecting "Change E-mail Address" from the Customer Service menu. You may also send us a change of address for your account by sending us a Secure Bank Mail message or by calling us at 657-223-1000.

You can access Secure Bank Mail by selecting "Contact Us" from the Customer Service menu.

Requesting Paper Copies. By enrolling the Statement Service, paper copies of electronic statements and notices will NOT be sent to you. You may obtain a paper copy of electronic statements or notices by printing them out yourself or requesting we mail you a paper copy as long as such a request is made within a

reasonable time after we first provided the electronic statement or notice to you. To request a copy, contact us by telephone at (657) 223-1000. We may charge a fee for providing paper copies of communications that you have authorized us to send you electronically.

Termination of Statement Services. The Bank reserves the right to terminate or change the terms and conditions of the Statement Service and Online Banking. We will provide you with notice of any such termination or change as required by law.

If you wish to withdraw consent to receive information electronically, to terminate the Services, or to make changes to your information, you can call us at (657) 223-1000 or write to us at Infinity Bank Attn: Treasury Management Department 6 Hutton Centre Drive, Suite 100, Santa Ana, CA 92707.

The Bank's Privacy Notice is available on the bank's website at <https://www.goinfinitybank.com>.

TERMS AND CONDITIONS. By using Personal Online Services, you accept all the terms and conditions of this Agreement. The terms and conditions apply to each of our Services which you use.

The Bank recommends you print this Agreement for your records.

The terms and conditions of the deposit Agreements and disclosures for each of your Bank accounts as well as your other Agreements with the Bank, such as loans, terms and conditions of your account disclosure, continue to apply notwithstanding anything to the contrary in this Agreement.

Users of Service should always check the Agreement for revision date to ensure they have reviewed the most recent version of this Agreement. The Bank may modify our terms and conditions for use of this site at any time.

This Agreement is also subject to applicable federal laws and the laws of the State of California. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

REQUESTS SENT VIA E-MAIL COMMUNICATIONS. We will not send, and we strongly suggest that you do not send, any confidential account information using the Service. Requests that require immediate attention should be made by calling the Bank at (657) 223-1000.

Unless you have instructed us otherwise, you agree that the Bank may send you electronic messages about other products or services we offer. You also agree that we may respond to any electronic message that you send us by electronic mail, such as responding to any claim of unauthorized electronic funds transfer. Any electronic message sent to you by the Bank shall be considered as if it were sent by U.S. Mail, and shall be considered received within three days of the date sent by the Bank, regardless of whether you sign on to the Service within that time frame.

HOURS OF OPERATION AND SERVICE AVAILABILITY. The System and Services are generally available 365 days a year. However, it is necessary to perform periodic service and account maintenance. The Bank will make every effort to schedule these maintenance periods at a time most convenient to our customers. During these periods, customers are notified of the maintenance window displayed when attempting to access Service.

The Bank may, at our discretion, extend the maintenance periods outlined above as necessary to complete more extensive maintenance, Service upgrades, or resolve Service problems.

SERVICE FEES. Currently, there are no monthly fees for accessing Services through this Personal Online Banking System. The Bank reserves the right to charge for Zelle, External Transfers and Stop Payment requests at the rates published in the Bank's Schedule of Fees. These fees are subject to change. The Bank will notify you in writing regarding any fee changes at least 30 days in advance of the effective date of these changes.

SERVICES AVAILABLE VIA PERSONAL ONLINE BANKING. You may use your Personal Online Banking to access and conduct the following transactions:

- View account balances and search specific transactions
- Access online statements
- Transfer funds between linked checking and savings accounts
- Place Stop Payments. Please note that a fee will apply to each stop payment request placed. Please refer to the Bank's Schedule of Fees. Stop payments placed after regular banking hours may not be processed until the next Business Day
- Process Bill Payments using the Bill Payment Service
- Send ACH payments to other individuals using the Zelle Service
- Send funds to other bank accounts by you using the External Transfer Service

New services may be introduced for Personal Online Banking from time to time. By selecting these Services when they become available, you agree to be bound by the rules that will be made to you concerning these Services. We will provide you notification of these new Services.

TRANSACTION POSTING DEADLINES. Transfers initiated through the Service before 6:00 p.m. (Pacific Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Pacific Time) on a business day, Saturday, Sunday or banking holiday, may be posted on the next business day. The Service identifies transfers based upon the User ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge postings in the Transfer menu options of the Service will not reflect transfers made by multiple users from the same account if different User IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid any payment or transfer duplications and overdrafts.

TRANSACTION LIMITATIONS. Because regulations require the Bank to limit the number of pre-authorized transfers from savings and money market accounts, including online banking transfers and online banking bill payment transfers, you are limited to six transactions per month from among the following: preauthorized transfers, telephone transfers, checks, debit card or point of sale transactions. You may make unlimited

withdrawals and transfers in person at our branch, at an ATM, or by mail. If you exceed the limit for the number of transactions on more than one occasion, we may convert your account to another type of account with an unlimited transaction limit or close your account. A fee may be assessed for each transaction that exceeds the transaction limits.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

You understand information about your accounts or the transfers you make may automatically be disclosed to others. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- As described in our privacy policy disclosure, provided separately.

STOP PAYMENT REQUESTS. Online Banking allows you to (1) place a stop payment order request of up to twelve (12) months in duration (2) cancel an existing stop payment order, or (3) determine the paid status of a check. Any stop payment placed on the Online Banking shall automatically expire twelve (12) months from the date of the placement of the stop payment order by you.

- You agree to indemnify the Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by the Bank because of refusing payment pursuant to your stop payment order. You agree not to hold the Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by the undersigned are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Enrollment Form may be relied upon by the Bank to have been placed by an agent of you duly authorized to place the stop payment, and the Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.
- Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you cannot cancel or stop a bill payment which has been paid electronically. You may be able to stop an Online Banking bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.
- You may initiate stop-payment requests online via Online Banking only for paper checks you have written (non-electronic) on your Bank accounts. To be effective, this type of stop-payment request must precisely identify the account number, the name of the payee, the check number, the amount,

the date of the check, and the reason for stop payment. Requests become effective after we have confirmed their receipt and have verified that the item has not been paid. The Bank shall have no responsibility to determine the accuracy of such information. The Bank shall provide you notice of the actual stop payment of a check by making such information accessible to you online via the Online Banking.

- If you make your stop-payment request online or by telephone, we may also require you to put your request in writing and deliver it to us within fourteen (14) days after you make the request. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.
- **PREAUTHORIZED Automatic Transfers** – If you have established regular payments out of your account, you can stop them by contacting us at (657) 223-1000 or writing to us at 6 Hutton Centre Drive Suite 100 Santa Ana CA 92707, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

STATEMENTS. You will continue to receive your regular account statement. Depending on the type of account, it will be either monthly or quarterly.

You will not receive a separate Service statement. Transfers to and from your accounts using the Service will appear on the respective periodic statements for your Bank accounts.

ENROLLMENT AND ONLINE ACCESS. Customers can enroll online, by selecting the “Sign up” link on the Personal Online Banking login page. You must provide one of your Bank account numbers (Checking, Savings, or Money Market Account), view and “Agree” to the terms and conditions of this Agreement. If you need assistance, please contact us by one of the contact methods mentioned in this Agreement.

You will be prompted to create your own User ID during the online enrollment process. Your User ID and Password identify and authenticate you to the Bank when you use Service. User IDs may only be obtained by customers who have existing accounts with the Bank.

For security purposes, you are required to change your password upon your initial login to the Service. Your password is not communicated to us at any time and needs to be created following the guidelines below. You agree that we are authorized to act on instructions received under your User ID and password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the Service will be suspended. To re-establish your authorization to use the Service, you must contact us to have your password reset or to obtain a new temporary password.

Here are the password guidelines when creating your password:

- Passwords must be 8 to 16 characters long with a combination of at least 1 number and 1 alpha character.
- Passwords are case sensitive.

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

Passwords can be changed online at any time by selecting the Change Password option under the Customer Service tab. If necessary, passwords can also be reset by calling the Bank at the contact information provided in this Agreement. However, any password changed over the telephone will be “temporary” only and will require an online reset after login.

You agree not to give or make available your password or User ID to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such information. If you believe that your User ID and/or password have been lost or stolen or that someone may attempt to use them to access the Service without your consent, you must inform us promptly at (657) 223-1000.

ONLINE ACCESS AND SECURITY. The Bank is committed to protecting the security and confidentiality of our customer account information. We use state-of-the-art technology in the ongoing development of its Service to ensure that your account information is protected. Here are some methods that we implemented below:

- You can only access Service with certain browsers that have a high security standard
- You must have a valid User ID and Password to sign in
- Step up authentication method is required to verify your identity
- Only one password per User ID is allowed
- The system will automatically log you off the Service, if no action is taken for 15 minutes.
- Our Online Banking alerts are available for you to set up to notify you of any changes and transactions posting to your accounts.

YOUR RESPONSIBILITY. You agree to the following:

- Not to give out your identifying information such as your Service password to any other person. The Bank may rely on your User ID to identify you when providing banking services to you
- Never to leave your account information displayed in an area accessible by others
- Never to leave your PC unattended while using the Service and always Log off after using Service
- Notify the Bank at (657) 223-1000 immediately if you suspect that your User ID or Password has become known to any unauthorized person
- To notify the Bank when you update your email address(s) and/or phone number(s).

You understand the importance of your role in preventing misuse of your accounts through the Service 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 account and account number, and your personal identification information, such as your driver’s license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your

account. Data transferred via the Service is encrypted in an effort to provide transmission security and the Service utilizes identification technology to verify that the sender and receiver of the Service transmissions can be appropriately identified by each other.

You agree that we may provide notice to you by posting it on the Website, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as set forth in the contact us section above. We reserve the right to charge you a reasonable fee, not to exceed our standard research fee, to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

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

OUR RESPONSIBILITY. The Bank will be responsible for your losses, as allowed by law, if they were directly caused by our failure to complete or cancel an Electronic Funds Transfer as properly requested.

However, the Bank will not be responsible for your losses, if through no fault of ours:

- Your account does not have sufficient funds available or exceeds the available credit to make the transfer
- A hold on your account is placed or funds are subject to legal process restricting the transfer
- You have suspicion that someone has access to your accounts without your permission and you fail to notify us
- Your instructions were incomplete or inaccurate
- Circumstances beyond our control (e.g., power outage, equipment or technical failure, fire or flood) to prevent the transfer to be made, even when reasonable precautions were taken
- We have a reasonable basis for believing that unauthorized use of your login credentials has occurred or may be occurring, or if you default under this Agreement or any of the other Agreements with us, or if we or you terminate this Agreement.

We will assist you, with reasonable efforts, in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct the incorrect transactions that have been processed.

CHANGE IN TERMS. We may change any term of this Agreement at any time. If the change would result in increased fees for any Service, increased liability for you, fewer types of available electronic fund transfers, or

stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer Service. We will post any required notice of the change in terms on the Bank Service web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer Service, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Service indicates your acceptance of the change in terms. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit Agreements and disclosures.

SERVICE CANCELLATION, SUSPENSION, OR CHANGES. In the event you wish to cancel any Service, please contact us at (657) 223-1000 or write to us at Infinity Bank, 6 Hutton Centre Drive, Suite 100, Santa Ana, CA 92707.

We may convert your account to an inactive status if you do not sign on to the System during any consecutive 365-day period. If your account becomes inactive, you must contact us to have your account re-activated before you will be able to use the Service.

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

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made within the user interface of the Service or by contacting customer service for the Service as set forth in the contact us section. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

Any transfer(s) we have already processed before the requested cancellation date will be completed by us.

REPORTING ERRORS AND QUESTIONS. In case of errors or questions about your transactions or if your password has been lost or stolen, call the Bank immediately at (657) 223-1000. If you notify us within two (2) Business Days after you discover the error/theft or lost/stolen password, your liability is limited to no more than \$50.00 should someone access your account and conduct electronic transfers without your permission. If you do not notify us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly bank 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 corrected this

unauthorized transaction had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from notifying us timely, we may extend the period.

You need to provide us with the following information to research your request:

- Your name and your account number;
- Provide a description of the error or the transaction in question, and explanation as to why you believe it is an error or why you need more information;
- Dollar amount and date of the transaction of the suspected error;

We may require that you send us this information in writing within ten (10) Business Days after your verbal notification. Our investigation should be concluded 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. We will provisionally credit your Payment 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 Payment Account. If it is determined there was no error, we will inform you of the results within three (3) Business Days after completion of our investigation and may revoke any provisional credit issued to you. You are entitled to any copies of documents used in our investigation.

DISCLAIMER OF WARRANTY AND LIMITATION 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 Service provided to you under this Agreement. We do not and cannot warrant that the Service will operate without errors or that any or all of the Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason your use of or access to the Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the Service.

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

You may cancel your Service at any time by providing us with written notice by postal mail, email or fax. Your access to the Service will be suspended within three (3) business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the day of cancellation.

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

- Without prior notice, if you have insufficient funds in any one of your Bank accounts. The Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- If you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- Upon reasonable notice, for any other reason in our sole discretion.

GOVERNING LAW. This Agreement is governed by the laws of the State of California and applicable federal law(s).

BILL PAYMENT SERVICE Terms and Conditions

The following terms and conditions apply to the Customer's use of the Bill Payment Service.

DEFINITIONS

"Service" or "The Service" means the bill payment service offered by Infinity Bank that allows you to make payments to third parties (each called "Payee") either by transferring funds electronically from your Bill Payment account or by a check drawn on your Bill Payment account.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" or "Payee" 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, as the case may be.

"Payment Instruction" 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).

"Payment Account" is the checking account from which bill payments will be debited.

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

"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.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

SET UP AND PROCESSING. You must designate the Bill Payment Account from which Bill payment will be debited. You can add Payees using the System. Once the Bill Payment approves your Payee, it will place the Payee on your list of authorized payees. Your Bill Payment instructions must provide the complete name of the Payee, the account number, and the Payee's address, all exactly as it is shown on the Payee Statement.

The Bill Payment Service nor the Bank is responsible if a Bill Payment is not made to a Payee because you provided the Bill Payment with incomplete or incorrect information regarding the Payee.

The Bank reserves the right to refuse to pay any Payee designated by you. If the Bank makes decision to do so, then the Bill Payment Service will notify you promptly.

BILL PAYMENT SCHEDULING. Transactions begin processing as early as four (4) Business Days prior to your Scheduled Payment Date depending on the payment method selected by the Bill Payment Service and whether the Payee is set up to accept electronic Bill Payments. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select

a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

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

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE. By providing the Service with names, account information and address of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives. When the Service receives a Payment Instruction, you authorize the Service to debit your 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 the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

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

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

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges, up to a limit of \$100.00.

BILL PAYMENT METHODS. The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. You agree that your Bill Payment requests may be charged against and debited from your Bill Payment Account without requiring your signature on the check or draft and without prior notice to you.

BILL PAYMENT CANCELLATION REQUESTS. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Bill Payment Service. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited. However, you may be able to place a stop payment on the Bill Payment request, as described below.

STOP PAYMENT REQUESTS. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. If a Bill Payment has been sent electronically, a stop payment may not be placed. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Bank as soon as possible at (657) 223-1000. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Bank may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the Bank's fee schedule.

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

EXCEPTION PAYMENTS. Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied or misdirected payments will be your sole responsibility and not of the Service.

EXPEDITED BILL PAYMENT. **Expedited Bill Payment** is an optional Bill Payment Service that allows you to submit a payment instruction for same day service.

Here are methods, transaction limits and fees associated with the usage of the Service:

- Expedited Electronic Payment - can be used to send an electronic payment to an electronic payee that has an agreement with Bill Payment provider to accept electronic payments. Payments are processed several times throughout the day. The cut off time depends on the payee's ability to accept payments

that day. Payments are processed Monday through Friday, excluding Federal Reserve Holidays. The transaction limit is \$9,999.99 and the daily limit is \$20,000.00. The fee is \$10.00 per each payment.

- Overnight Check - can be used to send a payment by check to any payee in your Payee List using FedEx® Overnight Delivery Service. To ensure overnight delivery, a valid street address in the continental United States excluding Alaska and Hawaii has to be entered. Overnight Checks cannot be sent to APO or FPO addresses; PO Boxes; or addresses considered undeliverable using USPS standards. The FedEx® tracking number will be issued to the transaction once the payment has been processed. Payments are processed Monday through Friday, excluding Federal Reserve Holidays and accepted until 3:00p.m. PT. The transaction limit is \$9,999.99 and the daily limit is \$20,000.00. The fee is \$24.99 for each payment.

Your account will be charged the fee once the payment has been submitted and payments cannot be modified or cancelled.

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

- The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
- Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
- The Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically login to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing

cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.
- This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

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

SERVICE FEES AND ADDITIONAL CHARGES. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS. In using the Service, you are requesting the Service 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 the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS. This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR CONTACT INFORMATION CHANGES. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service at the phone number or address included in this Agreement. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION. In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact us at (657) 223-1000 during our business hours or write us at the address below:

Infinity Bank
6 Hutton Centre Drive, Suite 100
Santa Ana, CA 92707

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

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

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

and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION. Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

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

ZELLE NETWORK ® STANDARD TERMS

DESCRIPTION OF SERVICES

a. We have partnered with the Zelle Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Banks."

b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.

c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

ELIGIBILITY AND USER PROFILE

When you enroll to use the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our

sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, *Zelle* or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor *Zelle* have any obligation to monitor any Content, both we and *Zelle* have absolute discretion to remove Content at any time and for any reason without notice. We and *Zelle* may also monitor such Content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your Content. We and *Zelle* make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle tag." You will be limited to one *Zelle* tag per bank account, and each *Zelle* tag must have one U.S. mobile phone number or email address associated with it. Your *Zelle* tag must meet the Content Standards. You may not select a *Zelle* tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor *Zelle* have any obligation to monitor User *Zelle* tags, both we and *Zelle* have absolute discretion to remove a User *Zelle* tag at any time and for any reason without notice. We and *Zelle* may require you to change your *Zelle* tag in our sole discretion, and we may elect to make a *Zelle* tag unavailable to you, without any liability to you. We and *Zelle* may also monitor User *Zelle* tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a *Zelle* tag that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any User *Zelle* tags, including any loss or damage caused thereby. We and *Zelle* make no representation or warranty that a User *Zelle* tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

We reserve the right to change or amend the terms of this Agreement. If we do so, we will provide you with notice as required by law. However, if the change is made for security purposes, we can implement such change without prior notice. You agree that if you continue to use *Zelle* after we notify you of any change, you thereby accept the changes to the Agreement and agree to be bound by this Agreement.

CONSENT TO SHARE PERSONAL INFORMATION (INCLUDING ACCOUNT INFORMATION)

By enrolling in *Zelle*, you agree that we may share your personal information with *Zelle* and other network banks for purposes of completing your transactions. Please see our Privacy Policy provided to you at account opening for full details.

PRIVACY AND INFORMATION SECURITY

We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.infinity.bank/security-privacy> which is incorporated into and made a part of this Agreement by this reference.

WIRELESS OPERATOR DATA

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT & T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy, <https://www.zellepay.com/privacy-policy>, for how it treats your data. Please see our Privacy Policy provided to you at account opening for full details on how the bank protects your personal information.

ENROLLING FOR THE SERVICE

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may:

i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and

ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with *Zelle*. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with *Zelle*. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with *Zelle*.

CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES

By participating as a User, you represent that you are the owner of the email address, mobile phone number, *Zelle* tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, *Zelle* tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address, mobile phone number, or *Zelle* tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

SENDING MONEY; DEBITS BY NETWORK BANKS

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your

express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

Sending or receiving money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

LIABILITY

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of ours or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

SEND LIMITS

There are daily dollar limits for fund transfers associated with the *Zelle* Service. The standard limits may be made up to a daily limit of \$2,000. Higher limits may apply in certain transactions. For more details, please contact us at 657-223-1000.

We may, from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of money you can send using the Service.

REQUESTING MONEY

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

TRANSACTION ERRORS

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account held at the Bank without your permission, immediately call **1-657-223-1000**

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement showing such transfer was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money, if

you had told us in time. If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

In the event that we at any time incur a problem with your use of the Service, including, without limitation, a failure in attempting to debit your Account or to collect with respect to any of your *Zelle* transfers as described herein, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided under this Agreement. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to reinstate you subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we in our sole discretion may thereafter restore your ability to effect transfers at our standard transfers limits.

FEES

There are no fees associated with the *Zelle* service. Please refer to our Fee Schedule for related mobile and online banking fees. Mobile carrier service charges may apply.

USE OF OUR MOBILE APP

You agree to access this mobile app in compliance with our Mobile Banking Disclosures, which are incorporated into and made part of this Agreement by this reference.

CANCELLATION OF THE SERVICE

You may contact us at any time to terminate your Service at **657-223-1000**. Once you have informed us that you wish to terminate the Service and we have a reasonable opportunity to act on such request your use of the Service will be terminated; provided, you understand and agree that this Agreement will remain in full force and effect for as long as any *Zelle* transfers requested by you have yet to be delivered/paid to the Recipient and you authorize the Bank to complete such transfers unless they are canceled.

If your account with us is terminated for any reason, you will have no further right or access to use the Service for any reason.

RIGHT TO TERMINATE ACCESS

We reserve the right, subject to applicable law, to terminate your right to use this service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any terms of this Agreement or our rights, or if you provide us with false or misleading information or interfere with other users or the administration of the Services.

DISCLAIMER OF WARRANTIES

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE'S* SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

GOVERNING LAW; CHOICE OF LAW; SEVERABILITY

Governing Law and Other Terms. Regardless of where you access *Zelle*, or live or work, this Agreement, except as otherwise expressly provided for in your Account Agreement or as otherwise required by applicable

law, or any dispute arising hereunder shall be governed by the laws of the State of New York, without regard to its principles of conflicts of laws. You also consent to the exclusive jurisdiction of courts in the City and State of New York in connection with such disputes.

MISCELLANEOUS

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

EXTERNAL TRANSFER SERVICE Terms and Conditions

The following terms and conditions apply to the Customer's use of the External Transfer Service.

This Infinity Bank External Transfers Service allows you to move funds between Infinity Bank Accounts ("Accounts") and eligible accounts in your name at another financial institution ("External Accounts"). To be eligible for the service ("External Transfer Service", "External Transfer", "Service"), you must authorize us to act as your agent to originate a funds transfer from another financial institution, ensure the funds are good, and distribute them to your Infinity Bank Account.

To complete your enrollment for this Service, you must review these terms and conditions and accept the use of this Service by clicking "I Agree" button. The Infinity Bank Personal Online Banking Disclosure Agreement, Terms and Conditions of Your Account, which is incorporated herein by reference, contains additional terms and conditions applying to your Account(s) and this Service. In the event of any inconsistency between this Agreement and your Account Agreement, this Agreement will control. All other terms and conditions of the Account Agreement remain in full force and effect.

TERMS. When you click on "I Agree", you agree to be bound by all terms of these Terms and Conditions, including any amendments or changes to these Terms and Conditions we may make from time to time. We reserve the right to accept or decline your application. If you do not agree to all of the terms in these Terms and Conditions and navigate away from this page prior to clicking on the "I Agree" button, you will not be entitled to use this Service. We reserve the right to change the terms of these Terms and Conditions at any time; however, we will notify you of any change to these Terms and Conditions as required by law. If you have consented to receiving electronic disclosures, we may notify you of changes to these Terms and Conditions by email or by publication on the Bank's website. You agree that if you continue to use this Service after we notify you of any change, you thereby accept the changes to the Terms and Conditions and agree to be bound by its new terms. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can contact us at (657) 223-1000. We have the right to change or discontinue the Service, including your Account, with or without notice, without liability to you, or any other user or any third party.

RIGHT TO VALIDATE FUNDING SOURCE FOR FUNDS TRANSFERS. Once you are approved for this Service and if you elect to move money between Infinity Bank accounts and External Accounts, you authorize us to validate your External Accounts through the use of small random credits and matching debits to your Account, which you must verify. You also authorize us to verify the funding source to effect the funds transfers you request. By using the External Transfer Service, you represent and warrant to us that you have the right to authorize and permit us to access your External Accounts to make such funds transfers or for any other purpose authorized by this Agreement, and you also confirm to us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct and complete. You hereby authorize and permit us to use information provided by you to accomplish these purposes.

RIGHT TO VALIDATE LAWFUL FUND DESTINATION FOR EXTERNAL FUNDS TRANSFERS. In addition to obtaining a consumer report (credit report) on you as provided in your Account Agreement, we reserve the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Right to use content. You hereby give us a license to use and verify information, data, materials, or other content (the "Content") you provide to us for the purpose of providing the Service, subject to the terms of our Privacy Notice.

BANK RESPONSIBILITIES

Liability for failure to make transfers involving personal accounts. If we do not complete a transfer to or from your Personal Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, whether you have a Personal Account or another Account, for instance:

- if, through no fault of ours, you do not have enough money in your Account or your External Account to make the transfer;
- if the funds transfer is not complete, or is reversed, because the provider of your External Account does not permit the transfer;
- if the transfer would exceed the credit limit on your overdraft line or other attached line of credit;
- if our or your system was not working properly, and you were aware about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- if there are other exceptions stated in our Agreement with you.

YOUR RESPONSIBILITIES.

Joint account holder notification and approval. By using the External Transfer Service, you acknowledge that any joint account holders have consented for you to use your External Accounts and Infinity Bank accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (a) they never consented to your use of the Service, (b) the joint account can no longer be operated on your instructions alone, or (c) they are withdrawing consent for you to operate the joint account.

Authorized, valid transaction for funds transfers You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Infinity Bank accounts or External Accounts to make any funds transfer you request that we make on your behalf through the Service.

MEANS OF CONDUCTING TRANSFER. You may use your Account and password to transfer funds with External Accounts you have successfully registered with this Service. The types of transfers can be made are:

- transfer from External Accounts to Infinity Bank accounts;
- transfer from Infinity Bank accounts to External Accounts.

You authorize us to select any means we deem suitable, including but not limited to electronic money movement, funds transfer systems, mail, courier, telecommunications, intermediary banks and organizations, or other banking channels, to provide your funds transfer instructions to the provider of the External Account. You agree to be bound by the rules and regulations that govern the applicable means of transfer, such as CHIPS and/or NACHA operating rules.

CUT OFF TIMES. Transactions made on banking Business Days, Monday-Friday, by 5:55 p.m. PT will be processed on the current Business Day. Transactions made after the applicable cut-off time will be considered as being initiated on the next Business Day. The cut-off time is subject to change by the Bank.

FUNDS AVAILABILITY. Our policy is to delay the availability of funds transferred into your Infinity Bank Account from your External Account when such transfer is made under this Agreement. During the delay, you may not withdraw the funds in cash, and we may not use the funds to pay items that are presented to your Infinity Bank Account. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for transfers from your External Account that are returned to us unpaid and for any other problems involving your funds transfer. The length of the delay is counted in Business Days from the day of your deposit. We will delay your funds availability for three (3) Business Days from the date of the transaction. The transfer affecting your Infinity Bank Account will appear in your transaction history on the Business Day after the transaction was processed.

Special rule for new accounts: If you recently opened a new Infinity Bank Account, the following special rule may apply during the first sixty (60) days that your Account is open. Funds transferred from the External Account into your Infinity Bank Account will be delayed for five (5) Business Days. The foregoing Funds Availability rules are in addition to our Funds Availability Disclosure provided with your Account Agreement. The Funds Availability rules of this Agreement control in the event of any inconsistency with those stated in the Funds Availability Disclosure provided with your Account Agreement.

LIMITATIONS ON TRANSFERS. Money market and savings accounts are subject to transaction limitations as stated in your Deposit Account Agreement, and the financial institutions holding your External Accounts may have limitations on the total number of allowable transactions, or total funds withdrawn on a daily and/or monthly basis. For security, risk management, or other purposes, we limit the dollar amount of transfers permitted through the Service.

The Bank may change these limits at any time, subject to any notice of any decreases, if required by law, but you agree that we may reduce your limits below the amounts stated above subject to internal review by the Bank. This review will be based on the particular accounts to and from which the External Transfer is requested, the amount of the transfer, relationship with the Bank and such other factors that Bank may determine to apply from time to time. In the event, that there are risks associated with the Transfer you requested, we may delay

or cancel the Transfer and notify you or ask for additional information on the Transfer before it is initiated or funds are released.

TRANSACTION AUTHORIZATION. You understand that to process your funds transfer instruction we debit one account and credit another account. Only one of the accounts in the transaction will be an External Account. If the debit side fails or is returned for any reason and cannot be collected, you authorize us to collect from the account to which the credit side of the funds transfer was sent. To satisfy this collection, you understand and authorize us to debit the credited account in the same dollar amount as the original funds transfer.

TRANSFERS SUBJECT TO THE RULES AT DEPOSITORY INSTITUTIONS. Additionally, all funds transfers are also subject to the rules and regulations governing the relevant External Accounts. You agree not to affect any funds transfers from or to an External Account that are not allowed under the rules or regulations applicable to such accounts.

ERROR REPORTING

Our responsibility for errors. Please also see the “Bank Responsibilities” section. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of the provider of your External Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant provider of your External Account. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

Your responsibility for errors. Please also see the “Your Responsibilities” section. You understand that not all types of accounts are eligible for funds transfer. You will check with the provider of your External Account for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from funds transfers that are not permitted under such restrictions by the provider of your External Account. You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you or to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any errors, duplication, ambiguities or fraud in that information. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You understand and agree that at all times your relationship with each External Account provider is independent of Infinity Bank and your use of the External Transfer Service. We will not be responsible for any acts or omissions by the provider of any External Account, including without limitation any modification, interruption or discontinuance of any External Account by such provider. YOU AGREE THAT INFINITY BANK

SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE EXTERNAL ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE EXTERNAL ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS;(3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL ACCOUNTS; AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNTS.

Electronic fund transfers disclosures and agreements. An Electronic Fund Transfer Disclosure and Agreement provided to you with your Account Agreement or from time to time after you opened your Account (the "EFT Agreement") provides additional terms for the electronic transfers to and from External Accounts you may make under this Agreement. The EFT Agreement includes, among other things, information on reporting of, and liability for, unauthorized electronic fund transfers. Except as modified by this Agreement, the terms of the EFT Agreement apply to the transfers you make to or from External Accounts under this Agreement.

No unlawful or prohibited use of this service. As a condition of using the Service, you 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 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 for 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.

MOBILE BANKING SERVICES Terms and Conditions

The following terms and conditions apply to the Customer's use of Mobile Banking Services.

Mobile Banking Services gives you wireless access to your Mobile Banking accounts ("Authorized Accounts") at Infinity Bank, using a wireless device such as a cell phone, smartphone or tablet device ("Device"). The Mobile Banking Service is accessible by means of the downloadable Infinity Bank mobile banking application, with certain services also available through a mobile browser or by SMS text.

Your use of the Mobile Banking Service is subject to Mobile Banking Service Agreement and these Terms and Conditions and to the following, all of which are considered part of this Agreement:

- The Infinity Bank Online Banking Agreement & Disclosure;
- The terms or instructions appearing on the Website and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Service;
- Infinity Bank's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Service;
- Rules and Regulations, if any, of any funds transfer system or payment system used in connection with an Authorized account enrolled into Mobile Banking; and
- State and Federal laws and regulations, as applicable.

In addition, each Authorized Account will continue to be subject to any separate agreement applicable to such Authorized Account, including, but not limited to, the Infinity Bank Account Agreement, applicable Fee Schedule, Fund Transfer Agreement, as applicable, and any amendments thereto. If this Agreement conflicts with a separate agreement to which an Authorized Account is subject, this Agreement will control and take precedence unless this Agreement expressly states otherwise.

Infinity Bank reserves the right to amend the terms and conditions of the Mobile Banking Service described herein from time to time. These Terms and Conditions may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

DEFINITIONS.

"Authorized User" means the Mobile Banking and Mobile Deposit Customer.

"Capture Device" means any device acceptable to the Bank that provides for the capture of images from original Items and for transmission to the Bank for processing.

"Check 21" means the Check Clearing for the 21st Century Act, as well as Subparts C and D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A of Regulation J of the Board of Governors of the Federal Reserve System.

"Deposit Customer" means any person(s) that: has an established Checking, Savings or Money Market deposit account for personal, family or household purposes with the Bank and has had no more than six overdraft occurrences within the past or current calendar year.

"Image Replacement Document" or "IRD" means (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an Item cannot be converted to an ACH Transaction.

"Item" means a Check, money order, cashier's check, official check, U.S Treasury check, or any other payment instrument drawn on a financial institution within the United States from a Payor to Deposit Customer that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an Item, in addition to other required information as specified by the Bank from time to time, in the format specified by the Bank from time to time. Notwithstanding the foregoing, it is understood that the Deposit Customer will only be transmitting electronic images of the front and back of Items and not any paper Items. In order for an Item to be processed for deposit, it must be properly endorsed.

FEATURES. Services that you are able to conduct through your mobile device may not include all services available to you through the Online Banking system. The following features may be accessed using the Mobile Banking Service, subject to the Terms and Conditions of this Agreement:

- View Authorized Account balance and recent transactions
- Transfer funds between Authorized Accounts
- Initiate Bill Payments
- Deposit checks using Infinity Bank Mobile Deposit
- SMS text banking
- Locate Infinity Bank's banking office

Infinity Bank reserves the right, at its discretion, to add, modify, or discontinue the Mobile Banking Service or any of the Mobile Banking Service features and services, and to add or delete the types of accounts that may be Authorized Accounts. Notice of such changes will be provided as required by law or regulation.

LICENSE AND USE OF THE DOWNLOADABLE INFINITY BANK MOBILE BANKING APPLICATION.

Ownership. You acknowledge and agree that a third party provider or licensor to Infinity Bank ("Licensor") is the owner of all right, title and interest in and to the downloaded software used to access the Mobile Banking Services from Infinity Bank and the computer programs contained therein as well as any accompanying user documentation and all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the Bank. Nothing in this license will entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software.

Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer Software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

ACCESS. You should only access Mobile Banking Services from a mobile device that you own. Your mobile device and login information should be kept secure. You agree to maintenance your mobile device by ensuring Software updates are applied in a timely fashion and the device is password protected.

You can now use Touch ID technology to log into your Mobile Banking App. Please review and understand the below information before enabling the capability of this device. Your mobile device may have a built-in feature which authenticates your identity by using biometrics such as fingerprints, eye (iris) scans, and/or facial recognition. Some mobile devices allow multiple users to authenticate using the biometric feature. For example, your mobile phone may allow you to set up authentication using your own fingerprint, as well as the fingerprints of your family members. In the event that you utilize our mobile banking services which offer the capability to access and /or authorize banking transactions via the biometric function of your mobile device, be aware that the mobile banking services will accept any person's authorized biometric (i.e. fingerprint) that your mobile device currently allows. This could result in someone with biometric access to your mobile device potentially gaining unauthorized access to your bank accounts with the bank.

It is your responsibility to properly secure your mobile devices, including whether to allow other people to have biometric access to the devices.

LOST OR STOLEN DEVICE. If your mobile device has been lost or stolen, immediately log into your online banking account using your PC and de-register the lost device from the account settings menu or call Infinity Bank at (657) 223-1000.

MOBILE FUNDS TRANSFERS. You may use the Mobile Banking Service to transfer funds between Authorized Accounts. Funds transfers made using the Mobile Banking Service are single transfers and may not be scheduled in advance or established to occur on a recurring basis.

MOBILE BILL PAYMENTS. You may use the Mobile Banking Service to schedule a one-time bill payment to a payee that you have previously established in Infinity Bank Online Banking. Bill payments scheduled using the Mobile Banking Service are limited to single payments and may not be scheduled as recurring payments.

MOBILE CHECK DEPOSITS. Infinity Bank's mobile check deposit service allows you to make check deposits to an Authorized Account through the downloadable Infinity Bank mobile banking application, using a supported Wireless Device. It enables you to photograph the front and back of an original paper check ("Original Check") and electronically submit the check images ("Check Images") and associated deposit information to Infinity Bank for deposit into an Authorized Account for collection thereafter by Infinity Bank. The use of Mobile Deposit is subject to the following terms and conditions:

- The Bank reserves the right to limit the frequency and dollar amount of deposits submitted through Mobile Deposit and will establish such limits for you ("Deposit Limits"). If you exceed your Deposit Limits, the Bank may, in its sole discretion, accept or refuse the deposit. If at any time Infinity Bank accepts a deposit that exceeds your Deposit Limits, the Bank is under no obligation to do so in the future. The Bank may at any time in its sole discretion raise or lower your Deposit Limits without notice.
- A deposit received by Infinity Bank prior to 5:00p.m. PT is processed on the Business Day of receipt. For purposes of this Agreement, Business Day means any day other than Saturdays, Sundays, and state or federal holidays. Any deposit received after 5:00 p.m. PT on a Business Day or on a day other than a Business Day will be processed the next Business Day. Infinity Bank will acknowledge your

deposit submission and will notify you if a deposit cannot be accepted for deposit. Acknowledgment that a deposit has been successfully submitted does not mean that the deposit has been approved and/or credited to your Authorized Account.

- Infinity Bank will send you an email to confirm that your deposit is being processed. In addition, the Bank will send an email notice to you if your deposit is approved or rejected in whole or in part. You may verify the amount of the deposit credited to your account by reviewing your statement online or by calling the Bank at (657) 223-1000.
- The Bank reserves the right to delay the availability of funds deposited through Mobile Deposit in accordance with Infinity Bank's published Funds Availability Policy. You will be notified of any delay in the availability of funds as required by law or regulation.
- You may use Mobile Deposit to photograph only Original Checks payable to you and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and issued in U.S. Dollars, and intended for deposit by you to your designated Authorized Account with Infinity Bank. All other items may be deposited in person at our branch.
- The Bank is not obligated to accept for deposit any Check Images that the Bank, in its sole discretion, determines to be ineligible for Mobile Deposit. Ineligible items include, without limitation: 1) items drawn on banks located outside the United States; 2) illegible items; 3) checks previously converted to substitute checks or image replacement documents; and 4) checks with unreadable bank routing and account information. You acknowledge and agree that even if Infinity Bank does not identify a Check Image as ineligible, the Check Image may be returned to the Bank because, among other reasons, the Check Image or any substitute check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. The Bank's failure to identify a Check Image you transmit to Infinity Bank as ineligible shall not relieve you or limit your obligations with respect to the Original Check.
- You agree to fully destroy each Original Check within fourteen (14) days following receipt and crediting of your Mobile Deposit or as the Bank may otherwise instruct. Prior to destruction, you shall maintain each Original Check in a secure location. You are responsible if an Original Check is misused or redeposited following submission through Mobile Deposit.

You make the following representations and warranties:

- You shall not alter any Original Check or Check Image and shall review the Check Images to ensure that they accurately represent all of the information on the front and the back of the Original Check, as applicable, at the time you photographed it.
- Before transmission, you agree to restrictively endorse any check as "For Mobile Deposit Only at Infinity Bank" or as otherwise instructed by Infinity Bank. You agree to follow any and all other procedures and instructions for use of the Service as the Bank may establish from time to time, and to supply any information in your possession we may request regarding a check or item deposited or attempted to be deposited through use of the Service.

- You will not redeposit or otherwise transfer or negotiate the original check after you submit for deposit using Mobile Deposit, unless following receipt of your submission, Infinity Bank notifies you that the Check Images are ineligible for Mobile Deposit.
- You shall indemnify, defend, and hold Infinity Bank and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Images, substitute check, or Original Check processed through Mobile Deposit as described above.
- You must comply with any applicable Check 21 and ACH Rules and Federal and State laws and regulations.
- You shall use Mobile Deposit only for your use in accordance with the terms of this Agreement. You shall not make Mobile Deposit available or transfer your rights to use Mobile Deposit for the benefit of any third party.

Infinity Bank's ability to provide Mobile Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and the Bank's response. The Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Mobile Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within the Bank's control.

By using Mobile Deposit to access an Authorized Account that is a business account, you are responsible for any unauthorized use of Mobile Deposit and any loss or damages incurred due to the unauthorized access to your business accounts. If any person authorized access through Mobile Deposit to conduct transactions on any business account is no longer authorized, it is your responsibility to notify Infinity Bank immediately. The Bank shall not be liable or responsible to you for any transactions conducted on a business account by any person whose authority to conduct transactions is no longer in effect until the Bank is expressly notified.

All fees and charges related to any Account you access with Mobile Deposit as stated in the Fee Schedule applicable for the Authorized Account will remain in effect when using Mobile Deposit.

SMS TEXT BANKING. This service allows you to view account balance and transaction history for Authorized Accounts using a Wireless Device through your wireless carrier's text plan. To use SMS Text Banking, you must first enroll through Infinity Bank's Online Banking. Following enrollment, you may access account balance or transaction history by texting a command to Infinity Bank (73955). For a list of available commands, text "C" or "CMD" to Infinity Bank (73955). For help, text "HELP" to Infinity Bank (73955). To cancel your SMS Text Banking service, text "STOP" to Infinity Bank (73955) at any time. Infinity Bank will send you one text message in reply to each SMS text banking query. Message and data rates may apply. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including SMS text banking. You and Infinity Bank are responsible for the content transmitted through the text messages sent to and from Infinity Bank. Without limiting the generality of the previous sentence, wireless carriers and other third parties are not liable for delayed or undelivered messages. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message).

TERMINATION AND CHANGES. We have the right to suspend or terminate Mobile Deposit Service at any time if you or your accounts do not meet the eligibility requirements for the service.

ERRORS. You agree to notify Bank of any suspected errors related to your Mobile Deposit immediately and no later than sixty (60) days after the applicable account statement is provided.

DISCLAIMER OF WARRANTIES. LIMITATION OF LIABILITY.

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