

**AGREEMENT AND DISCLOSURE STATEMENT FOR
ELECTRONIC BANKING SERVICES AND eSTATEMENTS**

(Effective beginning June 2007)



Introduction

Welcome to electronic banking at Regions Bank. This Agreement and Disclosure Statement for Electronic Banking Services and eStatements (the "Agreement") describes the terms and conditions for the use of our online and telephone banking and bill payment services, described in Part A below (the "Electronic Service"), and our online account statements service described in Part B below (the "Statement Service"). You should read this Agreement carefully and keep an electronic or hard copy of it with your other account records. By enrolling for the use of any Service contemplated by this Agreement, or by using or allowing any others to use any Service in relation to any of your accounts, you accept and agree to the terms and conditions of this Agreement as may be in effect from time to time. This Agreement consists of an Introduction section and three main parts:

Part A provides the terms and conditions for use of the **Electronic Service**. In order to use the Electronic Service described in Part A, you must have at least one account with us that is eligible for the Electronic Service, you must enroll for the Electronic Service (either by enrolling with one of our customer service representatives or by completing the online enrollment process at our website), and, in order to use the online banking function of the Electronic Service, you must electronically accept our Consent for Electronic Communications and Disclosures (the "E-Sign Consent") and this Agreement at our website.

Part B provides the terms and conditions for use of the **Statement Service**. To use the Statement Service described in Part B, you first must enroll for the online banking function of the Electronic Service and electronically accept the E-Sign Consent and this Agreement, as described in the Part A summary above. Your original electronic acceptance of this Agreement includes your acceptance of the terms and conditions of Part B, and your original electronic acceptance of the E-Sign Consent applies to the Statement Service described in Part B. However, you will not be able to use the Statement Service, and Part B will not become effective, until the Statement Service has been activated. To activate the Statement Service, you must click on the "eStatements" link in the online banking application at our website and follow the online instructions that we provide. The instructions may include a procedure for you to accept certain terms and conditions and/or to re-accept the E-Sign Consent and/or this Agreement; however, your original electronic acceptance of the E-Sign Consent and this Agreement includes your acceptance of the terms and conditions of Part B of the Agreement, and the online instructions may enable you to activate the Statement Service without further disclosure to you and without further acknowledgement or acceptance of terms on your part. Neither enrollment in nor continued use of the Statement Service is required in order to use the Electronic Service. However, you must be enrolled for use of the online banking function of the Electronic Service if you wish to use the Statement Service.

Part C contains miscellaneous terms, conditions, and provisions that are applicable generally to this Agreement and to all services, products, and relationships contemplated by or arising out of this Agreement.

When you follow the instructions in the online banking application for the acceptance of the E-Sign Consent and this Agreement (e.g., by using your PC's mouse to click an "I Accept" button) you will be adopting and using an "electronic signature" which will signify your acceptance of and intent to be bound by all terms, conditions, and provisions of the E-Sign Consent and this Agreement (note, however, that Part B of the Agreement will not be in effect until the Statement Service has been activated, as described in the Part B summary above). Your electronic acceptance of this Agreement also will constitute your certification that you have provided and will continue to provide true, accurate, current, and complete information about yourself as requested in connection with your enrollment in and use of the services contemplated by this Agreement. If you do not electronically accept the E-Sign Consent and this Agreement in accordance with the instructions we provide, you will not be permitted to enroll in or use any of the online banking Services contemplated by this Agreement. Also, each time you use or allow others to use the Services, you confirm your agreement to abide and be bound by the terms and conditions of this Agreement, as in effect at that time.

The following terms and definitions apply when used in this Agreement:

"Bill Payment" or "Payment" means the remittance of funds, initiated through the Electronic Service, from a Designated Funding Account to a Payee.

“Designated Funding Account” means the eligible account(s) you have with us from which you may make Bill Payments. Only your primary Designated Funding Account may be used for Bill Payments in the telephone banking application.

“Due Date” means the date on which your Payment is due to your Payee as reflected in your Payee statement. It is not the late date or grace period.

“Financial Software” means a third party personal financial management application that may be used in connection with the Services and that is obtained by you for use in connection with the Services. The Services do not support all brands and versions of personal financial management applications. You should refer from time to time to the online banking application at our website for current information about supported Financial Software.

“Funds Transfer” or “Transfer” means a transfer of funds, initiated through the Electronic Service, from one eligible Service Account to another.

“Future Dated Transfer” means a Funds Transfer that will be initiated on a future day depending on your selection of the Transmit Date.

“Future Payment” means a Payment, other than a Recurring Payment, that will be initiated on a future business day depending on your selection of the Transmit Date.

“Password” means a personal or secret code or personal identification number (PIN) selected by you or issued to you by us, as the case may be, that will be used to obtain access to the Services. The term includes any additional access numbers, words, or codes required by the applications or equipment that you use in connection with the Services or that are otherwise established by you.

“Payee” means any person or entity to which you direct a Payment through the Electronic Service.

“PC” means a personal computer (including, without limitation, any personal data assistant or other wireless computing or access device) that meets the requirements for use of the Services.

“Recurring Payment” means a regular Payment that is automatically made during recurring intervals permitted by the Electronic Service based on a recurring Transmit Date.

“Same Day Funds Transfer” means a Funds Transfer that will be posted to your account on the same day that you request the funds transfer through the Electronic Service, if received by the applicable cutoff time.

“Same Day Payment” means a Payment that will be initiated on the same day that you enter the Payment information through the Electronic Service, if received by the applicable cutoff time.

“Service Account” means any account that you maintain with us and for which you use any function or feature of the Electronic Service, including (i) your Designated Funding Account(s), (ii) all other deposit accounts eligible for the Electronic Service, (iii) eligible lines of credit from which funds may be transferred to other eligible Service Accounts, (iv) other asset accounts, such as IRAs, which may be funded from other eligible Service Accounts, and (v) any other eligible account or financial product accessed using the Electronic Service. All of these Service Accounts are subject to this Agreement. We reserve the right to determine the eligibility and/or ineligibility of any account as a Service Account at any time and from time to time, in our sole and absolute discretion and without notice to you, subject to the requirements of applicable law.

“Services” means, collectively, the Electronic Service and the Statement Service.

“Transmit Date” means (i) with respect to Bill Payments, the date on which the Bill Payment is to be initiated for remittance to the Payee and (ii) with respect to Fund Transfers, the date on which the Funds Transfer is to be initiated for processing.

“User’s Guide” means any instructional materials or information (as amended from time to time) provided in connection with the Services.

“We,” “us” and “our” means or refers to, as the context may require, Regions Bank (including Regions Bank doing business as “AmSouth Bank”)¹ or any affiliate of Regions Financial Corporation with which you have established one or more Service Accounts, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the provision of the Services.

¹ AmSouth Bank is a trade name and division of Regions Bank.

“You,” “your” and “yours” means or refers to (i) each and every person who now or hereafter is an account holder with respect to, or has any interest in, any Service Account, and (ii) each and every person who now or hereafter subscribes to or uses the Services.

Other definitions may appear elsewhere within this Agreement.

Part A – Electronic Service

1. General Service Description.

- a. Electronic Banking Transactions. You may use the Electronic Service to perform the following transactions with your PC or touchtone telephone, as applicable:
- Make Payments to a Payee from your Designated Funding Account(s);
 - Review past or scheduled Payments from your Designated Funding Account(s);
 - Order Funds Transfers among eligible Service Accounts;
 - Order Funds Transfers from eligible Service Accounts to certain loan accounts accessible through the Electronic Service;
 - Perform balance inquiries with respect to Service Accounts accessible through the Electronic Service;
 - Use your PC to view account activity within each Service Account accessible through our online banking application;
 - Use your PC to communicate directly with us via electronic messaging; and
 - Request advances from eligible loan accounts accessible through the Electronic Service to your eligible Service Accounts.

We may from time to time enhance or expand the Electronic Service by providing additional features, functionality, and transaction capability. Any such enhancements or expansions will be governed by and subject to the terms and conditions of this Agreement. Applicable User's Guides may provide additional details and information regarding the functionality of and transactions available through the Electronic Service.

- b. Limitations. Your use of the Electronic Service is subject to the following limitations:

Electronic Devices. Because of technical limitations, you may not be able to perform certain Electronic Service transactions, including, but not limited to, Bill Payments, with a wireless computing or access device (e.g., personal data assistants, cell phones, etc.). Also, certain Electronic Service transactions and services available through the use of your PC may not be available through the use of your telephone, and vice versa.

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

Financial Software. Different Financial Software may have different capabilities and features, and the use of the Services may be limited or affected depending on the capabilities of the Financial Software that you elect to use. Refer to the user manual for your Financial Software, or call us at the telephone numbers(s) provided in the "Errors or Questions" section of this Agreement for more information.

Other. Your use of the Electronic Service is subject to the following additional limitations:

- i. You acknowledge and agree that any payment of alimony, child-support, taxes, or other court-directed or governmental payments, fines, or penalties or any payment to settle a securities transaction through the Electronic Service is prohibited, and you agree not to make or attempt to make any such Payments. We may process or refuse to process any such Payments in our sole and absolute discretion, and, in any event, to the fullest extent permitted by law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such Payments, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such Payments through the Electronic Service, whether such claims, liabilities, and/or damages arise (or would arise) under this Agreement or otherwise.
- ii. You may not make a Payment in any currency other than U.S. dollars.
- iii. You are not permitted in any statement cycle or calendar month, whichever period is shorter, to make more than six transfers or withdrawals from a savings or money market account to another account you have with us or to a third party by means

of preauthorized or automatic transfers, or by means of telephonic (including data transmission) agreement, order or instruction, or by means of personal computer (including online banking and bill payment services). No more than three of such six transfers may be made by draft, check, card, or similar order to a third party (to the extent permitted by the account). Reminder: Each Bill Payment transaction transmitted from a money market account or other limited transaction account will count toward such account's transaction limitation during the statement period. In any event, we may not permit Bill Payments to be made from limited transaction accounts.

- iv. Funds transferred from Service Accounts to loan accounts accessible through the Electronic Service will be applied to such loan accounts according to the terms of the agreements establishing such loan accounts.
- v. For security reasons, we may from time to time impose other limits or restrictions on the number and dollar amount or types of transfers or transactions that you can make using the Electronic Service. Also, there may be additional limitations described elsewhere in this Agreement, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations. Applicable User's Guides may provide additional information regarding limitations and restrictions.

2. Your Payee List.

- a. Payee Information. You must provide sufficient information about each Payee, as we may request from time to time, to properly direct a Payment to that Payee and permit the Payee to identify the correct account to credit with your Payment. This information may include, among other items, the name and address of the Payee and your Payee account number. You are responsible for ensuring that the Payee information you provide is current, accurate, and complete, and you assume responsibility for any transaction error that results from stale, inaccurate, or incomplete Payee information furnished or entered into the Electronic Service application by you. If you notice that the Electronic Service contains any incorrect Payee information, you agree to correct such information immediately. You may from time to time add or delete Payees or change information with respect to Payees using the online banking function of the Electronic Service or by calling us at the telephone number(s) provided in the "Errors or Questions" section of this Agreement. You must allow five (5) business days after your additions, deletions, and changes are communicated to us before these additions, deletions, or changes become effective. We reserve the right, in our sole discretion, to categorize Payees and to determine at any time the category into which any Payee falls (for example, Payees may be categorized as "individual Payees" and/or "business Payees"), and to process Payments and other transactions differently for different categories of Payees. From time to time we may set or change the number of Payees you may designate to receive Payments through the Electronic Service. Additionally, to the fullest extent permitted by law, we reserve the right to refuse to pay any Payee to whom you may direct a Payment. We will notify you in the event we decide to refuse to pay a Payee designated by you; however, we may not notify you if you attempt to make a Payment prohibited under this Agreement.
- b. Telephone Banking. If you use the Electronic Service's telephone banking application, we will send you a telephone banking Payee list for use when making telephone payments and transfers. The telephone banking Payee list will show the telephone number you must call in order to initiate telephone banking transactions, your customer identification number (which must be entered in addition to any other Password that you use to login to the telephone banking application), the account numbers you have provided us for use in connection with the telephone banking application, and the codes we have assigned to each Payee and/or Service Account for which you will initiate Payment and Transfer transactions through the telephone banking application. If you have authorized us to make preauthorized fixed payments or transfers for you, the Payee list also will show the amount of each such payment or transfer and when and how long such payments or transfers will be made.

- 3. Scheduling Payments.** To electronically schedule a Payment using your PC or touchtone telephone, you must: (i) using applicable Password(s), login to the online banking application at our website, or launch your Financial Software application on your PC, or call and login to our telephone banking application, as applicable; (ii) select a Payee from your list of Payees, or enter the Payee code if using the telephone banking application, as applicable; (iii) select the appropriate Service Account from which the funds will be withdrawn (only your primary Designated Funding Account may be used for Bill Payments in the telephone banking application); (iv) enter the amount of your Payment; (v) enter the Transmit Date you desire for the Payment or, for Recurring Payments (if applicable), the recurring Transmit Date you desire for the Recurring Payment for the specified recurring period (e.g., the fifth (5th) of each month); and (vi) otherwise follow any User's Guide instructions provided by the Electronic Service. Any Payments made using the Electronic Service require sufficient time for the Payee to credit your account properly. To avoid incurring a finance charge or any other charge, you should schedule your Payment to arrive in advance of the Due Date indicated on your bill. Specific date and timing requirements and recommendations are discussed elsewhere in this Agreement. You release us from all liabilities, claims, defenses, and rights that you may have or assert against any Payee arising out of any transaction between you and such Payee the payment (or any part thereof) for which is made or attempted by or through the Electronic Service.
- 4. Scheduling Delivery of Your Payments.** We reserve the right to debit your Designated Funding Account in the amount of the requested Payment on the Transmit Date or any time thereafter. We may, at or discretion, remit your Payments by mailing your Payee a check drawn on your Designated Funding Account (or an account we maintain for this purpose), by electronic funds transfer, or by other means. If we elect to remit a Payment by check, you authorize us to execute checks drawn on your Designated Funding Account for the purpose of making Payments to your Payees initiated through the Electronic Service notwithstanding any resolution, signature card, or other document filed with us that purports to limit authority over any of your accounts, whether currently on file or submitted or modified in the future. Based on the time required to transmit your Payment to your Payees, the Payees generally will not receive Payment on the Transmit Date. This applies regardless of whether the Payment is a Same Day Payment, a Future Payment, or a Recurring Payment (if applicable), all as described herein. Therefore, in order to provide sufficient time for Payments to be received by your Payees, we recommend the Transmit Date for each Payment be at least five (5) business days prior to the Due Date. Additional time is required for a Payment to be completed the first time you send a Payment to a Payee through the Electronic Service. This additional amount of time allows the Payee to adjust to the new form of payment. Accordingly, your first Payment to a Payee must be scheduled with a Transmit Date at least ten (10) business days prior to the Due Date.
- 5. Same Day Payment.** A Same Day Payment must be entered by 6:00 p.m. Central Time on a business day in order for the Payment to be initiated on the same day. Please note that a Payee will not receive payment on the day that you enter a Same Day Payment due to the time that it takes to transmit the Payment.
- 6. Future Payment.** The Electronic Service may restrict the number of Future Payments allowed for a particular Payee. Also, a non-recurring Future Payment may not be scheduled more than one year in advance. If the Transmit Date for a Future Payment falls on a day other than a business day or on a day that does not exist (e.g., February 30), then the Transmit Date for the Future Payment will be rescheduled on the next following business day. For example, if you enter a Future Payment that results in a Transmit Date of August 5th, and August 5th is a Saturday, then the Transmit Date for that Future Payment would be rescheduled on August 7th (provided that August 7th is a business day). Please note that the Payment Guarantee described below does not apply to a Future Payment if the Transmit Date for the Future Payment is not a date that is at least five (5) business days prior to the Due Date.
- 7. Recurring Payment.** If the Transmit Date for any Recurring Payment falls on a day other than a business day or is a day that does not exist for the specified recurring period, then the Transmit Date for that Recurring Payment will be rescheduled on the next following business day of the specified period. For example, if the 5th day of each month is normally the Transmit Date for a Recurring Payment, and in one month during the recurring period the

5th falls on a Saturday, then the Transmit Date for the Recurring Payment to be made for that month would be the 7th day of the month (provided that the 7th is a business day). Differences in the days of the week may reduce the number of business days between your scheduled Transmit Date and your Due Date in any specified recurring period. In order to ensure that your Recurring Payments are always initiated at least five (5) business days before your Due Date, we recommend that you schedule the Transmit Date for each Recurring Payment to be at least ten (10) calendar days prior to your Due Date. Please note that the Payment Guarantee described below does not apply to a Recurring Payment if, for that specific Payment, the Transmit Date is not a date that is at least five (5) business days prior to the Due Date.

8. Canceling or Changing Payments.

- a. Using the Electronic Service. You may use your PC or telephone to electronically change any scheduled Payment or electronically cancel a Payment by following the directions in the applicable Electronic Service application. Payments that you have scheduled, including Future Payments and Recurring Payments, may be canceled, changed, or rescheduled in this manner any time prior to 6:00 p.m. Central Time on the Transmit Date. Please note that the Electronic Service may offer you certain real-time payment and/or transfer options that may post transactions to your account immediately. You may not be able to change or cancel transactions that have been submitted using these payment and/or transfer options. Please refer to applicable User's Guides for additional information on these options.
- b. Other. Otherwise, you may request us to stop any Payment you have initiated through the Electronic Service by calling or writing to us at the address and telephone number identified in the "Errors or Questions" section of this Agreement; however, subject to the requirements of applicable law and other express terms and provisions of this Agreement, we shall have no obligation to stop payment on any Payment that has been initiated through the Electronic Service. If you request us to assist you in canceling, stopping, or obtaining a refund of any Payment initiated through the Electronic Service, you agree that any such request will be given in a manner that affords us a reasonable opportunity to act upon the request, and you agree that we may charge you, and you agree to pay, the fee applicable to stopping payment on a check, as listed from time to time in our fee schedule for deposit accounts. If you use the Electronic Service primarily for personal, family, or household use, other procedures and rights for stopping payment on transactions may be available to you as disclosed elsewhere in this Agreement.

9. Returned Payments. In using the Electronic Service, you understand that Payees and/or the United States Postal Service may return Payments to the Electronic Service for various reasons such as, but not limited to, Payee's forwarding address has expired, the Payee account number is not valid, the Payee is unable to locate the account, or the Payee account is paid in full. In the event a Payment is returned, you authorize us either to research and correct the returned Payment and resubmit it to your Payee or to void the Payment and credit the amount of the Payment to your Designated Funding Account, in our discretion.

10. Stale-Dated Checks. Paper checks that are issued to Payees are subject to become void after a reasonable amount of time has lapsed. We shall have the right, at our option and without notice to you, to pay or not pay any such check that is not presented to us for payment within 120 days after the issue date on the check. After a check has become stale-dated, the amount of the check will be credited back to your account from which the funds were drawn and the check will become void.

11. Reviewing Payments. The Electronic Service automatically stores records of past Payments and Payments scheduled for the future. The number of records that will be stored for any particular time period will vary at our discretion.

12. Performing Account Inquiries and Fund Transfers. You may use the Electronic Service to determine the balance and recent activity in Service Accounts and to transfer funds among eligible Service Accounts. Any balance or recent activity provided through the Electronic Service will include a date as of when the balance is current. The balance or recent activity provided through the Electronic Service may include deposits still subject to verification by us. Also, the balance or recent activity provided may differ from your records because it may

not include deposits in process, outstanding checks, or other withdrawals, payments, or charges. To electronically schedule a Funds Transfer using your PC or touchtone telephone, you must: (i) login to the online banking application at our website, or launch your Financial Software application on your PC, or call and login to our telephone banking application, as applicable; (ii) select the Service Accounts which will be debited/credited in connection with the transaction; (iii) enter the amount of the Funds Transfer; (iv) enter the Transmit Date you desire for the Funds Transfer; and (v) otherwise follow any User's Guide instructions provided by the Electronic Service. A Funds Transfer request (whether it is a Same Day Funds Transfer or a Future Dated Transfer) may not result in an immediate transfer of funds or immediate funds availability because of the time required to process the transaction. Please note, however, that the Electronic Service may offer you certain real-time Funds Transfer capability that may post transactions to your account immediately. You may not be able to change or cancel transactions that have been submitted using these real-time options (you may, however, initiate a new Funds Transfer to reverse the original transaction). Please refer to applicable User's Guides for additional information on Funds Transfer options. Future Dated Transfers may be cancelled or changed through the Electronic Service at any time prior to the Transmit Date.

- 13. Same Day Funds Transfer.** A Same Day Funds Transfer must be entered by 6:00 p.m. Central Time on a business day in order for the transfer to be posted to your account on the same day.
- 14. Future Dated Transfers.** A request to transfer funds between Service Accounts may be scheduled for a future date. Future Dated Transfers may be scheduled as a one time request or a recurring request based on the instructions entered with the request. Future Dated Transfers will be initiated on the Transmit Date requested, not on the date you enter the transaction into the Electronic Service application. Future Dated Transfers will transmit on any day, including holidays, weekends, and non-business days. For example, if you entered a Future Dated Transfer that results in a Transmit Date of August 5th, and August 5th is a Saturday, then the transfer will be initiated on Saturday, August 5th.
- 15. Deposit Only Account.** If offered as part of the Electronic Service, you may designate through the Electronic Service an account maintained with us by another person for the purpose of making deposits to that account from funds in your eligible Service Accounts. You may do so on a one-time or recurring basis. Transfers from your eligible Service Accounts to third party accounts will be made in the same manner as Transfers among your Service Accounts. We reserve the right to determine the eligibility and/or ineligibility of any third party account for this service at any time and from time to time, in our sole and absolute discretion and without notice to you. This service is restricted to deposit Transfers only. You will not be able to otherwise access or view a third party account for any reason. We may offer the deposit only account option at our discretion, and the terms of this section are applicable only if we offer this option as part of the Electronic Service.
- 16. Business Days (Electronic Service Hours).** Our business days are Monday through Friday. Holidays and days on which we may be closed due to emergency conditions are not included. Payment transactions may be initiated only on business days; however, the Electronic Service is available 24 hours a day, seven days a week (with the exception of maintenance periods) for the scheduling, modification, or review of Payment transactions, for balance inquiries, and for other Electronic Service functions and transactions. If the Transmit Date for a Payment falls on a Saturday, Sunday, or bank holiday, or if you request us to initiate a Payment after 6:00 p.m. Central Time on a business day, then the Transmit Date will be rescheduled automatically for the next following business day. We may, however, debit your Designated Funding Account for the amount of the transaction on the originally scheduled Transmit Date.
- 17. Accounts Eligible for Electronic Service.** From time to time, we may change the accounts that may be designated and used as Service Accounts. We also reserve the right to refuse to include any account among your Service Accounts and the right to reject transactions between or among Service Accounts (and other accounts, as applicable) under certain circumstances as provided in this Agreement or as may be required by applicable law.
- 18. Authorization.** You agree that that the methods and procedures for the authorization and authentication of Electronic Service transactions described in and contemplated by this

Agreement constitute commercially reasonable security procedures under applicable law. Subject to the requirements of applicable law and other express terms and provisions of this Agreement, you are responsible for all Service Account transactions initiated or made through the Electronic Service. Without limiting the scope of the preceding sentence, if you allow any other person to use your Password or the Electronic Service, you will have authorized that person to access your Service Accounts and you are responsible for all transactions that person initiates or authorizes in connection with the Service Accounts. You agree to notify us immediately as provided in the "Errors or Questions" section of this Agreement if you believe that your Password has been lost or stolen or that any Service Account has been or may be accessed without your authorization. Telephoning is the best method for limiting your potential losses. You agree to take any reasonable actions requested by us to prevent unauthorized transactions to your Service Accounts.

19. Payment Guarantee. Subject to the limitations, terms and conditions of this Agreement and any applicable User's Guide, we will reimburse you for any late payment fees or penalties you are required to pay, up to a maximum of \$50.00 per scheduled Payment, as a result of the failure of a Payee to receive a Payment made through the Electronic Service by the Due Date if you meet each of the following conditions:

- Sufficient collected funds are on deposit in the applicable Service Account to cover the amount of the Payment.
- You have properly scheduled the Transmit Date so that the Payment will be initiated at least five (5) business days (ten (10) business days for the first Payment to a Payee) prior to the Due Date. For Same Day Payments, this means that you must enter and submit the Payment information through the Electronic Service before 6:00 p.m. Central Time on a day at least five (5) business days (ten (10) business days for the first Payment to a Payee) prior to the Due Date. For Recurring Payments and Future Payments, this means that you must allow additional time for weekends and holidays that may occur in the future and that will reduce the number of business days between the day the Payment is initiated and the Due Date. Please refer to those sections addressing Same Day Payments, Future Payments and Recurring Payments for further information.
- The Payee must be a business.
- The late payment fee or penalty, or the method of its calculation, must be published by the Payee prior to the Due Date.

20. Verification. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with your application for the Electronic Service or the Service Account, and to request reports from credit bureaus and consumer reporting agencies for such purpose. You also agree that we may obtain information regarding your Payee account in order to facilitate proper handling and crediting of your Payments.

21. Overdraft. You agree not to use or attempt to use the Electronic Service to overdraw any Service Account, to exceed your limit on any credit account, or to engage in any transaction that is not specifically authorized and permitted. Such use or attempted use may result in the immediate cancellation of the Electronic Service and the Service Accounts, and may expose you to possible legal action. We may honor instructions to initiate transactions on the same business day (whether received through the Electronic Service, ATM or point-of-sale (POS) terminals, checks or other means) in any order we determine, even if honoring a particular item or instruction results in an insufficient balance in the Service Account to honor other instructions that otherwise could have been honored. If there are insufficient funds in the Service Account to complete the transaction you have initiated, we may either refuse to honor the request or complete the transaction and thereby overdraw the Service Account in our discretion. In either event, you are responsible for any insufficient funds or overdraft charges that we may impose.

22. Special Provisions for Non-Consumer Users of Electronic Service. The terms and provisions of this section are applicable to you to the extent that you are a non-consumer user of the Electronic Service. Such terms and provisions do not apply to you to the extent that the Electronic Service is used by you, or the applicable Service Account has been established

by you, primarily for personal, family, or household purposes. In the event that the following terms and provisions conflict or are inconsistent with any of the other terms and provisions of this Agreement, the following terms and provisions shall govern and control the conflict or inconsistency with respect to non-consumer use of the Electronic Service.

- a. Transmission of Information; Unauthorized Use. You agree that we may transmit confidential information, including (without limitation) Password confirmations, to the current address shown in our records for any of your Service Accounts, or to the e-mail address you have provided in connection with your use of the Electronic Service, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. In addition to any other security precautions set forth in this Agreement, you agree to keep your Password secure and strictly confidential, providing it only to authorized signers on your Service Account or other trusted employees, agents, and/or persons whom you want to act as your representative to access your Service Account, and to instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person. By using the Electronic Service (or permitting others to use the Electronic Service) you acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all transactions performed through the Electronic Service, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or inquiry with respect to your Service Account(s) made through the Electronic Service.
- b. Examining Records and Reporting Discrepancies. You agree to examine your periodic account statements promptly, and to otherwise promptly and regularly review transaction information available through the Electronic Service, and to notify us immediately of any discrepancy between the statements or Electronic Service information and your other account records. You should notify us of discrepancies as provided in the "Errors or Questions" section of this Agreement. To the fullest extent permitted by law, you agree that in no event will we be liable to you under this Agreement, or in performing or failing to perform, or in erroneously performing, the transactions contemplated by this Agreement, for special, indirect or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages, or for any other damages whatsoever, notwithstanding any other provisions of this Agreement to the contrary. The provisions of this section are not intended to affect and are subject to the express terms and conditions set forth in the "Payment Guarantee" section of this Agreement.
- c. Consumer Protection Inapplicable. You acknowledge, represent and warrant that all Service Accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes and that your use of the Electronic Service is not primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any Electronic Service transactions affecting your Service Accounts.
- d. Limitations and Restrictions; Disclosure of Account Information. You agree that we, in our discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of Electronic Service transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your Service Accounts. You agree that we may disclose any information about your Service Accounts to third parties as we deem necessary or convenient for the processing of Electronic Service transactions.

23. ELECTRONIC FUND TRANSFER DISCLOSURE TO CONSUMERS.

(THE DISCLOSURES AND TERMS IN THIS SECTION ARE APPLICABLE TO YOU ONLY TO THE EXTENT THAT YOUR USE OF THE ELECTRONIC SERVICE AND/OR YOUR APPLICABLE SERVICE ACCOUNTS ARE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. SUCH DISCLOSURES AND TERMS DO NOT APPLY TO YOU TO THE EXTENT YOUR USE OF THE ELECTRONIC SERVICE IS FOR NON-CONSUMER PURPOSES.)

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (EFT Act). These include certain transactions made through the Electronic Service. Your rights, protection, and liabilities as a consumer are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your accounts.

a. Types of Available Transfers and Limits on Transfers

(i) Telephone and PC Transactions. The Electronic Service allows you to use your telephone or PC, as applicable, to make Payments to Payees from your eligible designated Service Account(s), to transfer funds between eligible designated Service Accounts, and to review account activity and balance information for eligible designated Service Accounts. These transactions and other services available through the Electronic Service are described in detail in Part A of this Agreement and in other parts of this Agreement.

(ii) Limitations on Dollar Amounts and Frequency of Transfers. Limitations apply to transfers and transactions that may be made through the Electronic Service. These limitations are described in detail in Part A of this Agreement and in other parts of this Agreement.

b. Right to Receive Documentation of Transfers. All of your transactions completed through the Electronic Service will appear on your periodic deposit account statement. You will receive a periodic account statement each month for each deposit account from which or into which a transaction through the Electronic Service has been completed during the month. For all other deposit accounts, you will receive a periodic statement at least quarterly, or as required by applicable law or the terms of the respective deposit agreements governing such accounts. The periodic statement will include a description of the transactions completed through the Electronic Service. The Payee name (including the Payee code, as applicable), Payment amount, and transaction date will be reflected for each Payment made through the Electronic Service.

c. Disclosures of Charges for Transfers or Right to Make Transfers. Fees and charges associated with the use of the Electronic Service are disclosed in Part C of this Agreement and in fee schedules and disclosures that have been provided to you in connection with your account. Fees are subject to change. Please contact us as provided in the "Errors or Questions" section of this Agreement or visit one of our branches for current information about applicable fees. Any charges associated with the use of the Electronic Service are in addition to all service charges and fees applicable to and contained from time to time in our disclosures related to your account and/or other services related to your account.

d. Your Liability for Unauthorized Transfers; Advisability of Prompt Reporting. An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished with the Password by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

(i) Tell us AT ONCE by contacting us as provided in the "Errors or Questions" section of this Agreement if you believe your Password or any other device for accessing your account through the Electronic Service has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all your money in your

account (plus your maximum overdraft or margin line of credit). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Password or other means of account access without your permission.

- (ii) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password or other device for account access, and we can prove we could have stopped someone from using your Password or other access device without your permission if you had told us, you could lose as much as \$500.00.
 - (iii) 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 was mailed 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.
 - (iv) If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.
- e. Our Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your Service Account on time or in the correct amount according to the terms of this Agreement and any User's Guide, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:
- Through no fault of ours, you do not have sufficient collected funds in the Service Account to complete the transaction;
 - The transaction would exceed the credit limit on any overdraft line of credit linked to the Service Account;
 - Your telephone, PC, Internet service provider, telephone line, modem, or other equipment is not operating properly;
 - The Electronic Service is not working properly and you were aware of the malfunction when you initiated the transaction;
 - You do not properly follow the User's Guide and all other instructional materials provided in connection with the Electronic Service;
 - You do not authorize a Payment within a sufficient period of time for your Payment to be received by the Payee by the Due Date;
 - You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
 - A Payee mishandles or delays the handling of Payments sent by us;
 - Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
 - Your Password or any other account access device has been reported lost or stolen;
 - We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
 - You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Electronic Service or Service Account;
 - Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
 - Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
 - Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
 - Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

- f. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or the transfers you make:
- (i) Where it is necessary for completing transfers, or
 - (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 - (iii) In order to comply with government agency or court orders, or
 - (iv) If you give us your written permission, or
 - (v) Otherwise in accordance with our privacy notice or as described in this Agreement.
You may obtain a copy of our privacy notice at any time by visiting any of our branches or by visiting our website.
- g. What Constitutes a Business Day. For purposes of these disclosures, our business days are Monday through Friday. Holidays and days on which we may be closed due to emergency conditions are not included.
- h. Stopping Preauthorized Payments. You may stop Recurring Payments (and any other “preauthorized electronic fund transfer” as defined by Federal Reserve Board Regulation E) by calling or writing to us at the address and telephone number identified in the “Errors or Questions” section of this Agreement. We must receive your request three (3) business days or more before the payment is to be made. If you call, we may also require you to put your request in writing and deliver it to us within fourteen (14) days after you call. If we require you to put your request in writing and you fail to provide this written confirmation to us within fourteen (14) days after your call, we may not honor your stop payment request for any Recurring Payment (or other “preauthorized electronic fund transfer”) that is to be made after that fourteen (14) day period. We will be liable for your actual losses and damages (if any) if we fail to stop a Recurring Payment (or other “preauthorized electronic fund transfer”) following a timely order by you.
- i. In Case of Billing Errors or Questions about Your Electronic Transfers. If you think that your statement is wrong or you need more information about a transaction listed on your statement, contact us as soon as you can as provided in the “Errors or Questions” section of this Agreement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:
- Tell us your name and the Service Account number.
 - Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions,

transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Part B – Statement Service

- 1. Applicability of Part B.** The terms and provisions of “Part B – Statement Service” of this Agreement become effective upon your enrollment in and activation of the Statement Service as described in the Introduction of this Agreement.
- 2. General Service Description.** The Statement Service allows you to replace your mailed, paper statements for certain deposit accounts with electronic version of the statements (“eStatements”) that you may view, save to your PC and/or print at your convenience. The Statement Service also may include, in our discretion, the delivery to you of electronic versions of the disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual privacy notice (“Other Statement Material”).
- 3. Accounts Covered by the Statement Service.** In order to be eligible for and covered by the Statement Service, a deposit account (i) must be a deposit account which may be accessed or monitored through the Electronic Service, (ii) must be a deposit account for which a recurring periodic statement is delivered, and (iii) must be a deposit account for which we archive periodic statements through document imaging (a “Statement Service Account”). You acknowledge and agree that we may at any time, in our discretion, qualify any account for, or disqualify any account from, eligibility as a Statement Service Account for purposes of this Part B and the Statement Service. Subject to the terms of this Agreement, when you activate the Statement Service, neither you nor any of your co-depositors will receive any further mailed, paper statements (or any of the cancelled checks or check images that accompany them) for any of your Statement Service Accounts, whether such Statement Service Accounts exist as of the time of Statement Service activation or are subsequently added to your Electronic Service enrollment, and all such subsequent periodic statements for such Statement Service Accounts will be furnished electronically, as provided in this Agreement (provided, however, we may continue to mail paper statements, as well as provide electronic versions of the statements for approximately two (2) months following your activation of the Statement Service). In our discretion, we may also furnish you with electronic versions of Other Statement Material that relates to your Statement Service Accounts, as provided in this Agreement.
- 4. Accessing eStatements and Other Statement Material.** We will post the periodic eStatements for your Statement Service Account at our online banking website. In order to access the eStatements, you must login to the online banking application at our website with your username and Password and click on the “eStatements” link. You will need Adobe® Acrobat® Reader® (version 5.0 or later) to view, print, and/or save your eStatements (you also may need such software to view, print, and/or save Other Statement Material). A link to the Adobe® website will be provided if you need to download the Adobe® software. An eStatement for any given period may be accessed electronically at our online banking website for approximately twelve (12) months following its initial posting. You acknowledge and agree that it is your responsibility to download and save in electronic form, or print and retain, your eStatements for your records. In the event that your eStatements are removed from our online banking website before you save or print and retain a copy, or in the event that the Statement Service is terminated by you or us before you save or print and retain a copy of your eStatements, you may request your local bank branch to provide paper replacement copies of your statements, but you shall be subject to applicable fees for such copies. Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the periodic eStatements as they are posted at our online banking website without any notification or cue to do so from us. However, we may in our discretion, or we will if required by applicable law, send an electronic notification to the e-mail address you have provided to us for use in connection with the Electronic Service, or otherwise furnish you with such notification as may be permitted or required by applicable law, when an eStatement for your Statement Service Account is ready to be accessed at our online banking website. In our discretion, we may at any time provide you with eStatements via e-mail transmitted to the e-mail address you have provided to us for use in connection with the Electronic Service in lieu of posting the eStatements at our online banking website. If we elect to deliver Other Statement Material to you electronically, we will send an electronic notification to the e-mail address you have provided to us for use in connection with the Electronic Service or otherwise furnish you with such notification as may be permitted or required by applicable law (including, without

limitation, by posting Other Statement Material at our online banking website without transmitting any separate notification to you). Such notification will include electronic attachments of the Other Statement Material, and/or instructions or links for accessing the Other Statement Material, and/or pop-ups or other displays of the Other Statement Material at our online banking website or another website. You agree to periodically visit our online banking website in order link to and/or read and review any Other Statement Material that may be posted. Whether we post eStatements and Other Statement Material at our website or transmit them to you as e-mail attachments, you agree that you will notify us as soon as possible in the event that you experience any technical difficulties in accessing, or are unable to access, any eStatements or Other Statement Material that we have made available to you. You may notify us by calling us at the telephone number(s) provided in the "Errors or Questions" section of this Agreement during our normal business hours.

- 5. Review of eStatements.** The deposit account agreement that you have with us and/or agreements and disclosures regarding your Statement Service Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and review of the eStatements. You agree that you will not alter any information in any eStatement or Other Statement Material, and you agree that our record of any eStatement or Other Statement Material is the best evidence of the information set forth in such eStatement or Other Statement Material, as applicable.

Part C – Miscellaneous

- 1. PC Specifications.** In order to use the online banking functions of the Electronic Service and the Statement Service, your PC must meet current minimum technical specifications. Technical requirements and specifications regarding the use of the Services may be described elsewhere in this Agreement (including the E-Sign Consent) or in applicable User's Guides. You also may refer to the online banking application at our website for current information on supported hardware, software, and other equipment. We do not guarantee the compatibility of the Services with all modem types, computer systems, internet browsers, hardware and/or software.
- 2. Equipment.** You are responsible for obtaining and properly installing and maintaining all telephone equipment and services, internet connection services, computer hardware and software, and any and all necessary upgrades thereto (including, if applicable, Financial Software and upgrades thereto), and other equipment necessary for you to access and use the Services. We are not responsible for any computer viruses, problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online system. We recommend that you routinely update your anti-virus software, apply all security patches for your operating system, and install a firewall on your PC. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software (including Financial Software) on your PC. You agree to all terms and conditions of any license agreement that accompanies your Financial Software. If you have any questions regarding the operation of your Financial Software (rather than the capabilities, functions, and features of the Services), you should contact the manufacturer of your Financial Software.
- 3. Transaction Authorization; Protecting Your Password.** Pursuant to the deposit account agreement(s) you have with us, each depositor on a multi-party account is the attorney-in-fact for all other depositors on the account for all business conducted with respect to the account. You confirm the attorney-in-fact status of your co-depositors, and you acknowledge and agree that you or any of your co-depositors may enroll your accounts in and activate any of the Services, consent and agree to the terms and conditions for any of the Services (including, without limitation, the E-Sign Consent), and/or terminate any of the Services on behalf of all depositors on the accounts, in accordance with the terms of this Agreement.

You authorize us to follow any instructions entered through the Services using your Password notwithstanding any dual or multiple signature requirement identified on the signature card or other documents relating to your Service Accounts. You agree and intend that the authorization of transactions through the Services shall be considered the same as your written signature in authorizing us to perform any action relating to the transactions requested. You also agree that use of your Password is the agreed security procedure to access the Services and that such security procedure is commercially reasonable.

You agree to keep your Password confidential, to prevent unauthorized access to your Service Accounts, and to prevent unauthorized use of the Services. You agree not to give your Password or make it available to any person or entity who is not authorized to access your Service Accounts for the purpose of performing the transactions contemplated by the Services or who intends or may use the Services for the purpose of accessing and compiling account data for such person's or entity's own commercial gain. You should change your Password frequently. You should avoid using your ATM or debit card personal identification number (PIN) as your permanent Password.

If your access to the Services is blocked or if you forget your Password, you must contact us at the number identified in the "Errors or Questions" section of this Agreement. We may issue you a new Password, although it may not be available for use of the Services for several days.

- 4. Protecting Your Personal Information.** In addition to protecting your Password and other account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other account information may allow unauthorized access to your Service Accounts. It is your responsibility to treat personal information with the same level of care as your account information. You are also responsible for protecting and securing all information and data stored in your PC's hard drive. For additional guidance on information security, please visit our website.

- 5. Your E-mail Address.** You agree to keep your e-mail address that you have provided to us for use in connection with the Services, as well as your mailing address, current and updated with us at all times. To notify us of an e-mail or mailing address change, please call us at the telephone number(s) provided in the "Errors or Questions" section of this Agreement during our normal business hours. You also may update your e-mail address in online banking application at our website. Except to the extent otherwise required by applicable law or regulation, you agree that we are under no obligation to re-send, re-transmit, or otherwise deliver to you any Services notifications or information that we have transmitted to your e-mail address and that has been returned "undeliverable" or otherwise rejected for delivery.
- 6. Electronic Messaging and E-mail.** Conventional e-mail is not a secure method of communication over the Internet, and we recommend that you not send confidential or privileged information, such as account numbers and financial information, to us by conventional e-mail. The Message Center function in the online banking application at our website is a secure method of communication which allows messages to be sent and received within the online banking application. An electronic message sent by you will not be immediately received by us. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. If you need to contact us immediately, please refer to the "Errors or Questions" section of this Agreement. You cannot use conventional e-mail or Message Center to make a Bill Payment, account inquiry, or Funds Transfer. There may be other limitations to your use of electronic messaging from time to time in effect. To the extent you elect to communicate with us using e-mail, the following provisions apply to those communications:
- You agree and acknowledge that the information communicated via e-mail to or from us may include information regarding any or all of the services that are part of the Services or other services we feel may be of added interest to you.
 - You acknowledge that you have been advised and understand the risks of using e-mail with respect to the communication of information regarding the Services and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by e-mail or to monitor the authorization of persons using your e-mail address to send or receive information.
 - In the event you receive information from us via e-mail that you believe is intended for another recipient, you agree to immediately return the information to us and to thereafter delete the information from your computer system. You shall not use the information for any personal or commercial purposes.
 - You agree that certain information communicated from us to you may be confidential in nature as a communication between you and us. You agree to maintain the confidentiality of the information and to refrain from sharing the information with any other person or entity or from using the information for any purpose that is not related to the Services or your financial relationship with us.
 - In the event that you believe that an unauthorized person has gained access to your computer system, you agree to immediately notify us so that we can cease communication of information to you via e-mail until you and we take measures agreed to jointly to protect your financial information.
 - Having acknowledged the risks associated with communicating financial information via e-mail, you (a) agree that we have no obligation to monitor or investigate the use of your computer system or the source of any communication received from you bearing your email address, (b) release us from any claim or liability arising from or in connection with any communications sent or received using e-mail, and (c) agree to indemnify and hold harmless us from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of e-mail as contemplated by this Agreement.
 - To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of e-mail do not displace or modify any such requirement for a written notice, and you agree to comply with any requirement for a written notice without reference to these provisions regarding the use of e-mail.

7. **Fees.** You agree to pay all fees applicable to the Services. These fees are listed in this Agreement and/or in our schedule of fees and are subject to change from time to time. Please contact us as provided in the "Errors or Questions" section of this Agreement or visit one of our branches for current information about applicable fees. Without limiting the generality of the foregoing, you agree that we may impose a fee for research requested by you. You authorize us to deduct all fees from your Designated Funding Account or, to the extent your Designated Funding Account lacks sufficient funds, from any of your other accounts maintained with us. You also acknowledge that these fees are in addition to any costs you incur for the telephone service or Internet service provider you use to access the Services and are in addition to all service charges and fees applicable to and contained from time to time in our disclosures related to your Service Account(s) and/or other services related to your Service Account(s).
8. **Errors or Questions.** In case of errors or questions about the Services, or in the event you need to contact us pursuant to any of the provisions of this Agreement, you should, as soon as possible:

Call: 1-866-665-RNET(7638)

Fax to: 1-800-263-8327

Write to: Regions Electronic Banking

Attention: Regions Customer Service Center

P.O. Box 120

Montgomery, Alabama 36101-0120

Please note: If your Service Account is maintained at an **AmSouth Bank** location and has not yet converted to a Regions-branded account (you will be notified advance about the timing and effect of account conversion), you should contact us as follows until conversion:

Call: 1-800-AMSOUTH (1-800-267-6884)

Write to: AmSouth Electronic Banking Operations

P.O. Box 830843

Birmingham, Alabama 35283

9. **Termination.** You may terminate your use of the Services at any time by calling or writing us as provided in the entitled "Errors or Questions" section of this Agreement.
- a. Electronic Services. You must notify us at least ten (10) business days prior to the date on which you wish to have the Electronic Service terminated. We may require that you put your request in writing. If you have scheduled transactions with a Transmit Date within this ten-day period, you also must separately cancel those transactions; however, we reserve the right to cancel all scheduled transactions as soon as practicable upon receipt of notice of termination from you. If we have not completed processing your termination request and you have not otherwise canceled scheduled transactions, you will be responsible for transactions with Transmit Dates during the ten (10) business days following our receipt of your notice of termination, subject to the requirements of applicable law. If you would like to transfer the Electronic Service to a different account with us, or add or remove an account with respect to the Electronic Service, you must provide ten (10) business days' advance written notice.
- b. Statement Service. If the Statement Service is terminated with respect to any Statement Service Account, we will resume mailing paper statements for such Statement Service Account, together with the disclosures, notices, documentation and information that accompany such statements, according to the terms of the deposit agreement governing such Statement Service Account, or as required by applicable law, to the postal address(es) in our records for such Statement Service Account, beginning with the periodic statement next following the termination of the Statement Service; provided, however, that you agree that we shall have a reasonable opportunity to act upon such termination. Termination of the Statement Service with respect to any Statement Service Account will result in the termination of the Statement Service for all Statement Service Accounts unless you make arrangements with us to continue the Statement Service with respect to particular Statement Service Accounts. Termination of your enrollment in the online banking function of the Electronic Service will automatically terminate the Statement Service with respect to all Statement Service Accounts. Certain changes to your Statement Service Accounts (e.g., removing your name from the account) also may have

the effect of terminating the Statement Service. We may terminate your enrollment in the Statement Service without notice to you in the event that we determine that your e-mail address is no longer current or in the event that any Statement Service notifications or information that we transmit to your e-mail address is returned "undeliverable" or is otherwise rejected for delivery.

We may terminate or suspend any of the Services at any time, in our discretion, without notice to you, except as required by applicable law or regulation, and without liability to you. No termination of any Service will affect your liability or obligations under this Agreement accruing prior to the date of termination or any provisions of this Agreement which, by their nature, are intended to survive termination.

10. Exclusion of Warranties; Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED EQUIPMENT OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, FINANCIAL SOFTWARE), OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (a) THE USE OF OR THE INABILITY TO USE THE SERVICE, (b) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM USE OF THE SERVICE, (c) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (d) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE SERVICES, (e) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, (f) THE INSTALLATION, USE, OR MAINTENANCE OF ANY HARDWARE OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL SOFTWARE) OR OTHER EQUIPMENT AND/OR (g) ANY OTHER MATTER RELATING TO THE SERVICES OR YOUR USE THEREOF.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY,

DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE SERVICES, OR THE USE OF THE SERVICES BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

11. ARBITRATION AND WAIVER OF JURY TRIAL. Either you or we may choose to have any disputes between you and us resolved by binding arbitration, as provided below. Rights that you or we would have in court may not be available in arbitration. It is important that you read this entire arbitration provision.

By enrolling for, activating, and/or using any of the Services, you and we agree that, upon written demand for arbitration made by you or us, all disputes, controversies and claims (subject to the provisions below and regardless of whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise, and whether pre existing, present or future), that arise from or relate to (a) this Agreement, your account, any transaction involving your account, or any advertisements, promotions, or oral or written statements related to your account or this Agreement, (b) the relationships that result from the account or this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision), or (c) the scope or enforceability of this Agreement (collectively, a "Claim") shall be settled by binding arbitration. You or we may choose either the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF"), within ten (10) days of the written demand for arbitration, to conduct any arbitration that you or we, respectively, may bring under this Agreement, or you and we may agree upon a different arbitrator. In any event, any arbitration under this Agreement shall be conducted in accordance with any applicable rules of the arbitrator or arbitration organization ("Rules"). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. In the event of any inconsistency between this Agreement and the Rules, such inconsistency shall be resolved in favor of this Agreement. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the construction, interpretation and enforceability of this arbitration provision notwithstanding any other choice of law provision contained in this Agreement.

Either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and, if you or we choose to use the AAA or the NAF, by filing notice with the AAA or the NAF in accordance with the Rules in effect at the time the notice is filed. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA or the NAF for more information about arbitration. The Rules, procedures and forms of the AAA may be obtained by calling the AAA at 800-778 7879 or by visiting the AAA's website at <http://www.adr.org>. The Rules, procedures and forms of the NAF may be obtained by calling the NAF at 800-474-2371 or by visiting the NAF's website at <http://www.arb-forum.com>. If for any reason the AAA or the NAF is unable or unwilling to serve as arbitration administrator, and you and we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.

Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. A Claim by, or on behalf of, other persons will not be considered in, or joined or consolidated with, the arbitration proceedings between you and us, and a Claim may not be arbitrated on a class action, private attorney general, or other representative basis. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or similar doctrine bars the arbitration of any Claim, and any dispute regarding the prohibitions in the preceding sentence shall be decided by the arbitrator(s) in accordance with the provisions of this arbitration provision.

Nothing in this arbitration provision shall limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies (including without limitation set-off, foreclosure, repossession and sale of collateral, or other self-help enforcement of a security interest), or to bring an action exclusively for provisional or ancillary remedies or injunctive or other traditionally equitable relief (including without limitation filing an interpleader action) which includes no monetary damages. You and we agree that the taking of these actions or any other participation in litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us.

Where the aggregate of all Claims by both you and us does not exceed \$100,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and us exceeds \$100,000, a panel of three arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the Bar for any state in the continental United States and shall be either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge of any federal court or any appellate state court.

You and we agree that the arbitrator(s): (a) shall limit discovery to matters directly relevant to the arbitrated dispute; (b) shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (c) shall have authority to grant relief only with respect to Claims asserted by or against you individually; (d) shall not have any authority to require, as part of any relief granted, that you and we continue any relationship we may have under this Agreement or otherwise; and (e) shall provide a brief written explanation of the basis for the award upon the request of either party and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds \$25,000. Unless inconsistent with applicable law, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration. We may elect, at our sole discretion, to pay some or all of your arbitration fees and other costs. The arbitrator will decide whether we or you ultimately will be responsible for paying any fees or other costs in connection with the arbitration. Any arbitration proceedings shall be conducted in the federal judicial district of your residence or at any other place that you and we select by agreement. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

If you or we seek to bring a joined, consolidated, or class action and if the portion of this arbitration provision that prohibits the arbitration of consolidated or class actions is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall be void and unenforceable. If any portion of this arbitration provision other than the prohibition against the arbitration of joined, consolidated or class actions is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid and enforceable. If for any reason this arbitration provision is deemed unenforceable, and/or with respect to any dispute or matter that may be tried or adjudicated in a court of competent jurisdiction notwithstanding this arbitration provision, to the fullest extent enforceable under applicable law, YOU AND WE VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO HAVE A TRIAL BY JURY OF ANY AND ALL DISPUTES, CONTROVERSIES AND CLAIMS UNDER OR RELATED TO THIS AGREEMENT. This arbitration provision shall survive termination of this Agreement, and/or any of the Services, and/or the closing of any of your accounts.

12. Rules, Regulations and Other Agreements; Entire Agreement. You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which we participate and/or which process Electronic Service transactions. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Services, and any and all prior agreements with respect to the Services are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements, terms and conditions governing your Service Accounts and/or any other services used by you in relation to the Service Accounts. Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use

of the Services, as the context may require (including, but not limited to, provisions relating to the ownership of website content and other intellectual property and provisions relating to our use of your comments, suggestions, and ideas regarding our products and services, as set forth in the Regions Website Terms of Use); provided, however, that in the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the Services. You further acknowledge and agree that the E-Sign Consent, which you have accepted in connection with your enrollment for the Services, and any User's Guide or other instructional materials (including, without limitation, on-screen help) that we furnish in connection with providing the Services constitute a part of this Agreement.

- 13. No Unilateral Alterations to this Agreement or any Enrollment Form by You.** Neither this Agreement nor any enrollment form may in any way be altered by you without our express written agreement. Any attempt by you to alter either this Agreement or any enrollment form without our express written agreement shall be void and shall have no legal effect. You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and punitive and other damages (including without limitation reasonable attorneys' fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement or any enrollment form without our express written agreement. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.
- 14. Waivers.** No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits us to take action, or not to take action, in our discretion on any matter, any action, or inaction, on our part with respect to such matter shall not obligate us to repeat such action, or inaction, with respect to similar matters that may subsequently arise.
- 15. Assignment.** You may not assign or transfer this Agreement, or any of your rights thereunder, without our prior written acknowledgement and consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement and/or any or all of our rights thereunder, or delegate any or all of our responsibilities thereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.
- 16. Data Recording.** When you use the Services, the transaction and other information you enter may be recorded. By using the Services, you consent to such recording.
- 17. Change of Terms; Electronic Disclosures.** We have the right to change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the Services, at any time and from time to time in our discretion. Any changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. Subject to any notice requirements provided by applicable law, you expressly agree that we may from time to time in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services (including, without limitation, User's Guides) and/or make any changes that are in your favor without notice to you. If you do not agree to any change or amendment relating to terms and conditions of this Agreement or the Services, you must terminate your use of the Services. By using any of the Services after any such change or amendment, you agree to that change or amendment.

You agree that we may send change of terms notices to you, as well as any information, disclosures, and/or notices relating to the Services (including, without limitation, the eStatements and the Other Statement Material) in electronic form, either by posting such information, disclosures, and notices in the online banking application at our website (or the website we designate) or by transmitting them, or notice of the availability thereof at the applicable website, to the e-mail address you have provided us in connection with your use of the Services. You specifically acknowledge and agree that we may periodically transmit to you by e-mail welcome notices, reminders, tips, inactivity notices, and other messages concerning the use of the Services. Subject to the terms and conditions of the E-Sign Consent that you have accepted in connection with your enrollment in the Services, you further agree and specifically confirm that we may provide you with an electronic record, via electronic messaging or delivery as provided above, of any and all disclosures and information that we are required by applicable law or regulation to provide in writing (including, without limitation, the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Board Regulation E, as amended (12 C.F.R. 205)). You will be deemed to have received such notices or disclosures three (3) days after we post them in the online banking application at our website (or the website we designate) or transmit them, or notice of the availability thereof at the applicable website, to your e-mail address, as applicable, whether or not you have retrieved them by that time. You acknowledge and agree that any present or future election by you to include your name in any internal database that we maintain in order to keep a record of who does not wish to receive electronic messaging, generally, shall not apply to or affect your agreement in this Agreement to receive electronic information, disclosures and/or notices relating to the Services, as provided herein. We reserve the right at any time, in our discretion, to mail to your address that appears in our records, or otherwise transmit to you pursuant to any other method to which you have agreed in connection with your Service Account(s), paper copies of any information, disclosures and/or notices relating to the Services in lieu of or in addition to electronic versions thereof.

- 18. New Services.** We may introduce new electronic banking services from time to time. By using these new services after they become available, you agree to be bound by all terms and conditions applicable thereto.
- 19. Delays.** You agree that we shall not be liable for any delay in the performance or nonperformance of the Services resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable control.
- 20. Applicable Law.** Regardless of where you live or work or where you access the Services, this Agreement, any enrollment form, and your deposit relationship with us will be governed by the substantive laws (excluding conflict of laws principles) and regulations of the United States and the state in which the branch where your primary Designated Funding Account was established is located.
- 21. Venue.** Any proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the state in which the branch where your primary Designated Funding Account was established is located.
- 22. Illegal Purposes.** You agree not to use the Services for any illegal purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations in connection with the Services. You acknowledge and agree that we have no obligation to monitor, review or evaluate your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. To the fullest extent permitted by law, you further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal. You certify that you have legal capacity to enter into this Agreement under applicable law. The Services and any application for deposit or other services at our website are solely

offered to the citizens and residents of the United States of America and may not be accessed while outside the United States. If you choose to use the Services from locations outside the United States, you do so at your own risk.

23. Construction of Defined Terms. As appropriate, the singular number shall include the plural and the plural shall include the singular.

24. Headings. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

25. Severability. If a court of competent jurisdiction, or arbitrator as applicable, finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

SERVICE FEES

Telephone Banking with Bill Payment: Free (But please note that certain fees may apply to agent-assisted transactions. Refer to fee disclosures provided in connection with your account or contact us as provided in the "Errors or Questions" section of this Agreement.)

Consumer Online Banking only (no Bill Payment): Free

Consumer Online Banking with Bill Payment: Free with new online banking enrollment or \$5.95 per month. Unlimited online sessions and Bill Payments.

Online Banking for Business (no Bill Payment): Free with new online banking enrollment or \$9.95 per month.

Online Banking for Business with Bill Payment: Free with new online banking enrollment or \$15.95 per month. Unlimited online sessions and Bill Payments.

Microsoft Money®: Free

Quicken®: Free

QuickBooks®: \$19.95 per month.

CERTAIN SERVICE FEES MAY NOT BE APPLICABLE AND/OR MAY BE WAIVED DURING PROMOTIONAL PERIODS OR UNDER OTHER CIRCUMSTANCES, AS DETERMINED BY US. PLEASE CONSULT YOUR CUSTOMER SERVICE REPRESENTATIVE.