

DIGITAL SERVICES AGREEMENT

This Digital Services Agreement governs, as applicable, your use of the Digital Services, which include Online Banking, Online Banking for Business, Online and Mobile Bill Pay, Mobile Banking, Mobile Banking for Business, Mobile Deposit Service, and other online and mobile-based financial services functions which are now available or may be available sometime in the future (collectively, the "Digital Services"). Not all services within the Digital Services may be available to you because some services are for Consumers and some are for Businesses.

A. DEFINITIONS

The following terms as used in this Agreement shall have the following meanings (unless otherwise expressly provided herein), it being understood that certain other terms are defined elsewhere in this Agreement.

"Administrator" means the individual who will act on a Business's behalf as the primary contact with the Bank and who is authorized to give the Bank Instructions about a Business's Eligible Accounts (and all means of accessing each account (e.g., debit card)) and Authorized Users.

"Agreement" means this Digital Services Agreement, including any amendments hereto, and also including any additional terms and conditions set forth in my associated account agreement(s) which is available on the Digital Services platform, as they may be amended or modified from time to time.

"Authorized User" means an individual granted authority by an Administrator to access and use the Digital Services on behalf of the Business.

"Business" means a corporation, partnership, limited liability company, or other organization or sole proprietor whose Eligible Accounts are used primarily for business and commercial purposes.

"Business Account" means an Eligible Account owned by a Business held at a bank within the United States.

"Business Day" means Monday through Friday, excluding federal and state holidays. Reference to time shall be Mountain Standard Time.

"Card Data" means the personal identification number from an ATM or debit card and the multi-digit card number associated with the card. Card Data may also include other information on the card.

"Customer" or "you," "your," or "yours" means each Consumer or Business who is an owner of an Eligible Account or other relationship that is accessible through the Digital Services and any individual or Business authorized to use a Digital Service.

"Damages" means any claim, suit, expense, loss, liability or cost of any nature including, but not limited to, attorneys' fees and expenses.

"Digital Services" means the financial services and products and the functions available now or in the future to the Customer through online, mobile or any other digital channel that we may support now or in the future. Please refer to the Agreement's introductory paragraph for further information on the definition of Digital Services. The term "Digital Service" is a generic reference to a service offered under this Agreement. Not all electronic services offered by the Bank are part of the Digital Services or are covered by this Agreement.

"Electronic Documents" means the account and loan statements, notices (e.g., NSF notices, IRA and certificate of deposit renewal or maturity notices), disclosures (e.g., deposit account related change-in-terms notices) and other communications, documents or materials for specified types of Eligible Accounts and services that we may make available electronically, now or in the future, through the electronic Statements and Notices service. For the current types of Eligible Accounts and Electronic Documents that are available through the Statements and Notices service, refer to the Guide.

"Eligible Account" means each deposit account, loan account, line of credit, credit card, overdraft protection plan account and any other product or service the Customer may maintain with us that is identified with Customer's Social Security Number ("SSN") or Taxpayer Identification Number ("TIN") and is accessible through the Digital Services.

"Instruction" means any transaction, transfer, loan advance, payment order or other request or instruction delivered to us via, or in connection with, the Digital Services. **"Mobile Device"** means a mobile phone, tablet or other electronic equipment which connects to the Internet either through wi-fi or through a data plan furnished by a cellular carrier, and which contains an operating system, data plan, software and hardware supported by us now or in the future.

"Mobile Banking" means the mobile banking service that enables Customer to access certain financial services and products, and the functions now, or in the future, offered in the Online Banking service, using a Mobile Device. Not all Eligible Accounts or financial services and products are accessible or available through Mobile Banking.

"Mobile Deposit" means the mobile banking service that enables select Customers to deposit checks to a selected deposit account in Online Banking using the Bank's application on their Mobile Devices. The Mobile Deposit service is also referred to herein as "MDS."

"Online Banking Services" means the financial services and products, and the functions available now or in the future in standard online banking (e.g., the ability to view balances, make internal transfers, check image and statement view, bill pay service, and the ability to make loan payments). The term Online Banking Services includes both Online Banking and Online Banking for Business.

"Personal Account" means an Eligible Account owned by a natural person that is used for personal, family or household purposes or in limited cases for business purposes and held at a bank within the United States.

"Statements and Notices Service" means the Digital Service that makes Electronic Documents available to the Customer for viewing, printing, and downloading, rather than in paper form. This service may also be referred to as "Online Statements and Notices."

"We," "us," "our," and "the Bank" mean Continental Bank, headquartered at 15 W. South Temple, Suite 300 Salt Lake City, UT 84101.

"Website" or "Site" means any current or future Internet website the Bank makes available to you, and all related web pages or renderings, for offering the Digital Services.

B. INTRODUCTORY PROVISIONS.

1. Accepting This Agreement. When you or anyone you authorize agrees to this Agreement or enrolls in or uses a Digital Service, you agree the terms of this Agreement as in effect at the time of your acceptance, including any addendum or amendment thereto, as applicable based on the Digital Services in which you enroll and/or in which you use.

The terms of this Agreement are subject to the terms, instructions and other information we provide to you. However, this Agreement will control if there are any irreconcilable conflicts with this Agreement.

2. Eligible Accounts. Access to the Digital Services requires that you have at least one Eligible Account with us that, according to our records, is identified with your SSN or TIN and is a type of account that qualifies for the Digital Services. For Consumers, that account and all other existing and future Eligible Accounts identified with your SSN or TIN will be automatically available to be accessed through your Digital Services relationship with us. For Consumers, Eligible Accounts that, in addition to your SSN, have other SSNs identified with them (for example, joint checking accounts) will still qualify to be linked by you if you, acting alone, are authorized to access those accounts. For Businesses, some Eligible Accounts may be automatically accessible through the Digital Services and, during Customer's enrollment or after Customer has enrolled, Customer must specify the other accounts to be accessible through the Digital Services.

Accessibility of Eligible Accounts may vary based on the Digital Service(s) Customer uses. Generally, no account owned in a fiduciary capacity or which requires two or more individuals acting jointly through signature or otherwise to initiate a transaction or transfer is eligible for the Digital Services and Customer should notify us immediately if such an account appears as an Eligible Account. Customer understands, however, that if we receive an Instruction for such an account, we are authorized to honor the Instruction and Customer hereby releases us from any liability arising from honoring such an Instruction.

3. Other Agreements. All Eligible Accounts linked to and/or accessed through the Digital Services will continue to be subject to the agreements Customer has for such accounts. Customer should refer to those agreements and any applicable disclosures for any restrictions, fees, or other terms and conditions relating to the use of such accounts, including any terms that may affect or be affected by the use of the Digital Services. Concerning Digital Services, this Agreement will control if there are any irreconcilable conflicts between the terms of those agreements and this Agreement.

4. Fees. There may be monthly or periodic fees or specific usage fees depending on which Digital Services you maintain and use. The current list of those fees can be found in Section LL of this Agreement. The fees are subject to change from time to time. Any fees for the Digital Services are in addition to the fees applicable to Eligible Accounts under the corresponding account agreement and documentation. When you enroll in a Digital Service with a fee, you need to specify an eligible checking account from which fees for that service will be paid (the "Billing Account") and Customer authorizes us to debit the Billing Account and, if there are insufficient funds in the Billing Account or if the Billing Account has been closed, any other account Customer has with the Bank (but not if such other account is a trust or other fiduciary account for which Customer serves as a fiduciary, individual retirement account, other tax-deferred retirement account or other account that receives special tax treatment). If Customer closes the Billing Account, Customer must notify us and identify a new Billing Account. We may suspend or cancel Customer's access to the Digital Services at any time without prior notice due to insufficient funds in Customer's Billing Account or if Customer closes the Billing Account and does not timely notify us of a new Billing Account. After suspension or cancellation, Customer must call us if Customer wishes to re-establish the Digital Services.

Upon our demand, Customer will pay any costs we incur in collecting fees or enforcing this Agreement, including reasonable attorneys' fees and disbursements. We are authorized to obtain payment by charging Customer's Billing Account, or if none is designated or funds in a Billing Account are insufficient, any other account Customer has with The Bank (but not if such other account is a trust or other fiduciary account for which Customer serves as a fiduciary, individual retirement account, other tax-deferred retirement account or other account that receives special tax treatment). If payment is not made, in addition to our other remedies under applicable law and this Agreement, we may suspend or cancel access to the Digital Services and/or exercise our right of offset (subject to applicable law) against any or all of Customer's property held by us in any capacity.

Please note that the following provision also applies to Business Customers: If you have a special billing arrangement for fees (e.g., an account that is eligible for earnings credits on balances), Digital Service fees will be treated in accordance with such special billing arrangements.

5. Your Devices and Software. To access the Digital Services, you must have a personal computer or Mobile Device (see below for details on Mobile Devices) with access to the Internet ("Equipment"), and software that is compatible with the Website and allows you to browse the Internet through an Internet Service Provider (the "Software"). Your Software must include a currently supported and updated Internet browser that at least supports Secure Socket Layer with at least 128 bit encryption, JavaScript and enabled security features. For some Digital Services, you will also need Software that permits you to receive, access and retain Portable Document Format or "PDF" files, such as a currently supported version of Adobe® Reader® (available for download at <http://www.adobe.com/>). You must have and provide to us your email address. Your Equipment must support such Software requirements. A specific Digital Service may have different or additional requirements or recommendations as specified elsewhere in this Agreement. To access Mobile Banking, Customers must have a supported Mobile Device. It is your responsibility to maintain, at your expense, your Equipment (including Mobile Devices), Software, and access to the Internet. We are not responsible for any Damages, including any errors or failures that may result, directly or indirectly, as a result of your use of any Digital Services from (i) any malfunction of your Equipment (including Mobile Device) or Software, or (ii) any computer virus, worm, Trojan horse, spyware or other malware; or (iii) use of any wireless Internet or mobile access. Subject to applicable law, we reserve the right to update, terminate, discontinue or change the Equipment (including Mobile Device) or Software necessary to access the Digital Services.

6. Guides. We may provide Customer with Guides. Customer's use of the Digital Services is subject to the Guides. We are not responsible for any Damages arising from Customer's failure to abide by the Guides or understand the terms of the Guides, including, without limitation, understanding the deadlines or conditions for processing Instructions or the restrictions or conditions with regard to information or data accessed via the Digital Services. Terminology in the Guides may differ from this Agreement or other documentation with respect to the Digital Services. In the event you have questions, contact our Customer Service Center for clarification.

7. Enrollment in Digital Services. To enroll in Digital Services, the Bank may prompt you for certain information to authenticate you. The authentication information may vary and can include, for example, Card Data, SSN, account number, and date of birth.

For Businesses, we may rely on the Card Data from the Business Debit Card, ATM Card for Business (with the All Activity Option), Business Credit Card or Virtual Card that has been issued to an individual at a Business to identify the individual using the Card Data as the authorized user of the Card (or as someone who has been delegated the rights of an authorized card user) with the power and authority to enroll in Digital Services and enter into this Agreement on behalf of the Business. An ATM Card for Business with the Balance Inquiry Option cannot be used to enroll in Digital Services. We may require you to complete and submit additional agreements or documentation to enroll in certain Digital Services.

8. Your Access Codes. To gain access to the Digital Services, you will need an access passcode ("Passcode"), user identification ("User ID") and other authentication factors that we may require from time to time. Your card data may also be required for authentication purposes. The Passcode (including a fingerprint or other biometric identifier), User ID, Card Data, and other authentication factors (e.g., a token for the ACH, Wire Transfers and Real-Time Payments Digital Services) that we may require from time to time may collectively be called the "Access Codes."

The Passcode will either be selected by you upon enrollment or will be supplied to you by us. For some services (e.g., Mobile Banking), after your first login, you may be able to use a fingerprint or other biometric identifier as a Passcode. You can change your User ID and/or Passcode at any time. We require that you change any Passcode we provide to you. You agree to keep all Access Codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Digital Services. To protect the security of your information and accounts, you agree to log out of the Digital Services and close your browser or application session when you are finished using the Digital Services. For reasons of security, we may cancel your Access Codes at any time without notice. All electronic communications and Instructions using these Access Codes will be deemed to be valid and authentic and we may act on such communications and Instructions. You also agree that those electronic communications will be given the same legal effect as written and signed paper communications.

In general, your Access Codes permit you to access all Eligible Accounts associated with your SSN or TIN that are compatible with the Digital Services (including accounts you own individually and with others). Every owner of an account should obtain and use his or her own Access Codes. Do not share you Access Codes with others as such sharing will enable those individuals to access information and even transact on your Eligible Account(s) and you may be responsible for those transactions.

In addition, for Business Accounts, the Administrator will select for each Authorized User, a User ID, and a Passcode. Issuance and re-issuance of certain Access Codes may require the Administrator to use additional authentication or security procedures we establish from time to time.

If you believe that any of your Access Codes have been lost, stolen, or compromised or that any transaction involving any of your Eligible Accounts may have been made without your authorization, you should contact us immediately. We strongly recommend that you do so by calling us at the number provided in Section K15., because that is the best way of limiting your losses. In addition to notifying us, we also strongly recommend that you immediately change your User ID, Passcode and any other Access Codes, as appropriate.

C. ONLINE BANKING

This section sets forth the terms and conditions specific to the Online Banking services. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of this Agreement. **For fee information, please refer to Section L of this Agreement.** The Online Banking Services include the following features:

1. Internal Transfers and Loan Payments from External Accounts.

a. Enrollment and General Information. You may use the Online Banking Service internal transfer function to transfer funds between Eligible Accounts at the Bank and to pay Bank loan payments. Consumers may also make a payment to eligible Bank loans from an external account. In addition, Customers may take advances from eligible Bank lines of credit.

Note: Internal transfers between Bank accounts and Loan Payments from external accounts may be limited by agreements Customer has for such accounts. The term "external accounts" in Section Leans accounts that you have outside of the Bank.

To activate this service, you may be required to provide your Card Data. You may use the internal transfer function to set up recurring transfers from one Eligible Account at the Bank to another (recurring transfers must be for the same amount). Any transfer of funds from a deposit account is subject to the availability of sufficient funds for withdrawal from that deposit account when the transfer is to be made.

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers from money market deposit and savings accounts (see applicable account agreement for details).

b. Loans. For all the Bank's secured loan(s), we reserve the right to reject any Instruction to pay such loan(s) (including any recurring funds transfer Instruction) if such loan(s) is in default under the terms of the loan related documents.

c. Stopping Recurring Payments. You can stop recurring funds transfers using one of the following methods: (i) cancel your funds transfer Instruction using the Online Banking Service internal transfer function by 5:00 PM MST on the Business Day before the date you have scheduled the next recurring funds transfer; or (ii) telephone us at 1-888-858-7054 or send us a written request to Continental Bank, 15 W. South Temple, Suite 300, Salt Lake City, UT 84101 in time for us to receive your request at least three (3) of our Business Days before the next recurring funds transfer. If you call, we may require you to confirm your request in writing and transmit it to us within 14 days after the date you called us.

d. Transfer Effective Date on non-Business Day. Please note that if your transfer effective date falls on a non-Business Day, we may adjust the Withdrawal Date to the prior Business Day. Please make sure that your Available Balance is sufficient on the Withdrawal Date to accommodate such transaction(s).

2. Account Balance and Transaction History. You can use the Online Banking Service to obtain balance and transaction history on all Eligible Accounts. Various types of account balance and transaction history data provided through the Online Banking Service are current as of different dates and times. For example, certain types of data provided are real-time, periodically updated through the day, or prior day information. Information about a transaction posted to an Eligible Account will be available through the Online Banking Service generally for at least 60 days after the transaction posted to the Eligible Account. For Businesses, up to 90 days of balance summary and account transaction detail will generally be available for all Business checking and savings accounts enrolled in Online Banking for Business.

Account balance and other information obtained through the Online Banking Services (and through Mobile Banking) may not include transactions that you have made or authorized but that have not cleared, certain debit card transactions (including gratuities associated with such transactions), deposits you have made but that have not been credited, and other transactions that have been made but that have not yet been processed. For lending products, balances indicated may not include all recent activity, including fees or other charges and may not represent a payoff balance. For payoff information on your account, please contact at the phone number provided in Section K15.

3. Online Account Information and Check Images. You may use this service to view certain checks and other information online for certain Eligible Accounts. Note that checks that have been presented for payment and that are accessible through this service may not actually be, or have been, paid, (e.g., for reasons such as non-sufficient funds in the account or the existence of an outstanding stop payment order concerning the check).

4. Data Export. You may export account information for use with your QuickBooks® or other spreadsheet software (e.g., Microsoft Excel®) for up to 90 days of history. This service is limited to certain Eligible Accounts and is not compatible with all versions of software. We reserve the right to change the file format or formats available for download on the Online Banking Services at any time, without notice.

5. Online and Mobile Bill Pay. You may use the Online and Mobile Bill Pay Service to make one-time, future-dated, and/or recurring payment transactions from an eligible checking account.

a. Enrollment. Either during your enrollment or after you have enrolled in Online Banking services, you may enroll in the Online and Mobile Bill Pay Service. To do so, you may be required to provide your Card Data.

b. Payment Instruction. When you initiate a payment Instruction through Online and Mobile Bill Pay, you authorize us, or our agent, to withdraw the necessary funds from the specified eligible checking account. The Business Day your payment Instruction will be processed (i.e., the Business Day we debit your account for the payment and initiate or mail the payment) is called the "Withdrawal Date." Because of the time it takes to process and send a payment to a payee, there will be a delay between the Withdrawal Date and the date you schedule the payment to be delivered to the payee ("Delivery Date"). You can obtain an estimate of the number of Business Days it will take to process the payment by looking up the payee on your Payee List. Add a new payee to your Payee List by navigating to "Add a Payee". To provide adequate time for payments to be received by a payee, the date you select as the Delivery Date must be no later than the date your payment is due, excluding any applicable grace periods.

The cutoff time for entering a payment Instruction on a Business Day using our system is 4:00 PM MST. When a payment Instruction is entered on our system after 4:00 PM MST or on a non-Business Day, the Instruction will be considered received on the next Business Day. We reserve the right to change our estimate of the number of Business Days it will take to process the payment for any payee at any time without notice to you. If your Withdrawal Date falls on a non-Business Day, we may adjust the Withdrawal Date to the prior Business Day. Please make sure that your Available Balance is sufficient on the prior Business Day to accommodate such transaction(s). We recommend

that you frequently check the processing time estimates on the Payee List for your payees in order for you to be aware of the Withdrawal Date for a payment Instruction. These estimates are for your convenience only.

Notwithstanding any other provision of this Agreement, it shall be your responsibility to schedule bill payments sufficiently in advance of the payment due date so that the payment can be received and processed by the payee before any such due date. We shall not be responsible for any late fees, interest charges, and penalties imposed by a payee if you did not schedule the payment to allow for the time it takes us to process the payment and for the payee to receive and process the payment.

You agree that you will not initiate a payment unless there are, or will be, sufficient available funds in the specified Eligible Account (plus amounts available for transfer or advance from an overdraft protection plan if you have such a plan) on the Withdrawal Date. If you do not have such funds available when we attempt to process the payment to your account on the Withdrawal Date, the Bank, in its sole discretion, will either: (i) Make the bill payment and debit your account on the Withdrawal Date for the full payment amount; or (ii) Not make the bill payment and not debit your account on the Withdrawal Date and instead try to complete the payment Instruction on the next BusinessDay. If there are still insufficient funds available at this second attempt, the Bank, in its sole discretion, will either (a) cancel the bill payment, which means that your payment will not be made; or (b) make the bill payment and debit your account for the full payment amount. The Bank will notify you via Internal Electronic Messaging, email and/or U.S. mail if your payment does not process on the Withdrawal Date and if your payment does not process on the second attempt.

Important Notes on Fees: If, in any case, a bill payment that we process is covered with funds from your overdraft protection plan, the terms of that plan, including applicable overdraft transfer fees and/or other fees, will apply. If, in any case, a bill payment we process overdraws your deposit account and is not covered by an overdraft protection plan, you will be charged any applicable overdraft fees and/or other fees.

c. Limitations on Payments. You agree that you will not use Online and Mobile Bill Pay to make payments: (i) to payees located outside the United States; (ii) to taxing authorities or other governmental entities; (iii) required under court order (e.g., child support); or (iv) in connection with any unlawful activity or purpose. If you use Online and Mobile Bill Pay to make governmental or court-ordered payments, we shall not be responsible for any penalties, interest, late fees or other similar amounts you may be assessed as a result of delays in the delivery, or the non-delivery of the payment, or the delayed or improper crediting of the payment. We reserve the right to refuse to make a payment to a particular payee or categories of payees through the Online and Mobile Bill Pay Service.

d. Incomplete Payments. Payments will be made either by a check, or by electronic transfer, depending on arrangements with the payee. If a payee fails to cash a check within the time period we establish for cashing checks or if the payment is rejected as an electronic transfer, we will thereafter credit your account from which the payment was initially debited in the amount of the original payment Instruction (without interest).

e. Canceling Payments. You can order us to cancel any payment initiated through the Online and Mobile Bill Pay Service by canceling the Instruction to make that payment. Cancellations initiated using the cancellation feature must be received on or before 4:00 PM MST on the Business Day prior to the Withdrawal Date to be effective on such date. Once the withdrawal has been made from the specified account on a Withdrawal Date, it will not be possible to stop that payment from being made.

f. No Duty to Monitor Payments. The Bank does not have any duty to you to monitor the payments that are made through Online and Mobile Bill Pay.

D. BANK TO BANK TRANSFER (PERSONAL ACCOUNTS)

This section sets forth the terms and conditions specific to the Bank to Bank Transfer service for Personal Accounts. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable

terms of this Agreement. The Bank to Bank Transfer service for Personal Accounts allows you to request that we initiate an electronic funds transfer from a personal account held in your name at another financial institution (the "External Bank Account") to one of your Eligible Accounts (checking or savings accounts) held at the Bank that is qualified for the Bank to Bank Transfer service ("Bank to Bank Eligible Accounts"). The Bank to Bank Transfer service for Personal Accounts also allows you to request that we initiate an electronic funds transfer from one of your Bank to Bank Eligible Accounts to one of your External Bank Accounts. The External Bank Account used in the Bank to Bank Transfer service must be in the United States of America. As used herein, a "Transfer Instruction" is an Instruction you provide to us through the Bank to Bank Transfer service to request that we complete an electronic fund transfer from an External Bank Account to your Bank to Bank Eligible Account held at the Bank, or from a Bank to Bank Eligible Account at the Bank to an External Bank Account. **For fee information, please refer to Section L of this Agreement.**

1. Authorization to Complete a Funds Transfer. By logging into the Online Banking Services and providing a Transfer Instruction, you authorize us (including our service providers), to initiate electronic debits and credits (referred to herein as "funds transfer(s)") to and from your Bank to Bank Eligible Account(s) and External Bank Account(s) in order to process your Transfer Instruction.

Further, you also authorize us to correct any error and to make adjustments when a funds transfer is returned, reversed or cannot be completed. You authorize us to make such corrections and adjustments by initiating electronic debits or credits to and from your Bank to Bank Eligible Account(s) and External Bank Account(s) and by debiting any other account you have at the Bank (but not if such account is a trust account, individual retirement account, other tax-deferred retirement account or other account that receives special tax treatment) if the erroneous, returned, reversed or incomplete transfer cannot be fully corrected or adjusted by debiting your Bank to Bank Eligible Account(s) or External Bank Account(s). This authorization shall survive termination of your Bank to Bank Transfer service.

The Bank and the financial institution(s) holding the External Bank Account(s) may rely on the representations and the authorizations provided by you in this Agreement without investigation. We will use the Automated Clearing House ("ACH") network in order to initiate the electronic debits and credits to your Bank to Bank Eligible Account and the External Bank Account to process a Transfer Instruction. We may use other methods to process a Transfer Instruction, including a book transfer or wire transfer.

We make no representation or warranty to you that the financial institution that holds the External Bank Account will properly credit or debit funds arising from an incoming or outgoing funds transfer to or from your External Bank Account or will honor any Instruction to credit or debit your External Bank Account.

2. Processing of Funds Transfers. We will process Transfer Instructions received before the time specified on the Online Banking Website on a Business Day. Transfer Instructions that are received on a non-Business Day or after the time specified on the Online Banking Website on a Business Day will be processed the next Business Day.

We have no obligation to complete a Transfer Instruction if (i) there are insufficient available funds in your Bank to Bank Eligible Account at the Bank to complete the requested funds transfer to the External Bank Account, (ii) the ACH debit to the External Bank Account to fund a funds transfer is not processed or is returned for any reason by the financial institution holding the External Bank Account; (iii) the Transfer Instruction exceeds any dollar or frequency limitation placed on funds transfers by us; (iv) the Bank or the financial institution holding the External Bank Account imposes any restriction, hold or limitation that would prevent the execution of the Transfer Instruction; or (v) we have any reason, in our sole discretion, to believe that processing the Transfer Instruction could expose us to a loss of any kind, including any Damages. We are not responsible for actions taken by the financial institution that holds your External Bank Account, and we are not responsible if the financial institution does not properly creditor debit a funds transfer to or from your External Bank Account.

It is your responsibility to monitor your Bank to Bank Eligible Accounts through Online Banking, the Bank to Bank Transfer page, and your External Bank Accounts to determine if your Transfer Instruction has been processed.

2. Reliance on Your Instructions. We are not responsible for detecting any errors in a Transfer Instruction requested by you through the Bank to Bank Transfer service. You are responsible for the content of any Transfer Instruction, and we may rely upon the information you provide to us when processing the Transfer Instruction. We may rely solely on the account numbers and bank identifying numbers that you provide to us for identifying your External Bank Account(s) and financial institution(s) holding such accounts, regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your funds transfers have no responsibility to identify or investigate any discrepancy between names and account numbers.

3. Types and Limitations on Transfers. When you request that we process a Transfer Instruction you submit using the Bank to Bank Transfer service, we will generally process it 3 Business Days after the Business Day that we receive the Transfer Instruction. Any Transfer Instruction you submit after 4:00 PM MST on a Business Day or anytime on a non-Business Day will be considered received by us on the next Business Day.

The maximum aggregate dollar amounts of Transfer Instructions we will process for you through the Bank to Bank Transfer service per Business Day are as follows:

Inbound Transfers (transfers to a Bank to Bank Eligible Account at the Bank)	No limit.
Outbound Transfers (transfers from a Bank to Bank Eligible Account at the Bank)	\$5,000.00 per transaction \$10,000.00 daily

Each of these separate limits applies to the aggregate of each type of transfer to or from all Bank to Bank Eligible Accounts associated with your Bank Online Banking account. We may decline to process, or delay processing of, any or all of your Transfer Instructions at any time if we, in our sole discretion, are concerned that the requested transfer may be unauthorized or otherwise improper or inappropriate. In the event we decline to process, or delay processing, any Transfer Instruction: (i) we may, but have no obligation to, notify you via email or other electronic means, and (ii) we shall have no liability to you for any Damages of any kind associated with the declined or delayed Transfer Instruction. We may change the limitations set forth herein at any time by posting new limits on the Online Banking Website.

Federal regulations limit the number of electronic fund transfers from money market deposit and savings accounts. Each transfer from a savings or money market account at the Bank using Bank to Bank Transfer service is counted as one of the limited transfers you are permitted for each calendar month.

4. Cancellation of Requested Funds Transfer. You may request a cancellation of a Transfer Instruction that you have previously requested through the Bank to Bank Transfer service if the Transfer Instruction has not been processed. We will take reasonable steps to act on your cancellation requests, but we shall not be responsible if we are unable to cancel a Transfer Instruction because we did not have sufficient time to act on the cancellation request. You can stop a scheduled or recurring transfer using one of the following methods: (i) cancel the payment Instruction within the Bank to Bank Transfer service, or (ii) telephone or send us a written request at the phone number or address provided in Section K15. in time for us to receive the request at least three (3) Business Days before the next Withdrawal Date. If you call, we may require you to confirm your request in writing and transmit it to us within 14 days after the date you called us.

5. Verification of Identity and Account Ownership. When you register for Bank to Bank Transfer service, you authorize us to obtain information from any financial institutions holding your External Bank Accounts in order to confirm your access to and/or ownership of the External Bank Accounts. You also authorize us to request information regarding you and your External Bank Accounts from other third party sources to verify your identity, account ownership, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as necessary to provide the Bank to Bank Transfer service to you. We are under no obligation to you or any other person to verify or confirm your registration information or your ownership of the External Bank Accounts or to confirm that the Bank to Bank Eligible Accounts at the Bank and the External Bank Accounts are held in the same name and/or legal capacity. You agree to provide true, accurate, current and complete information about

yourself and your accounts maintained at other financial institutions and you agree to not misrepresent your identity or your account information.

While we have no responsibility to verify your account or confirm ownership, we may choose to do so through one or both of through one or both of the account verification methods specified in the Bank to Bank Transfer service portion of the Online Banking Website and listed below.

Instant Verification. By using this method and providing us (and our service provider) with your online credentials (such as username and password), you authorize us (and our service provider) to access your External Bank Accounts online, and thereby verify your control and authority to access the External Bank Accounts. If you select this option for verification, you authorize us to access websites and online banking systems of the financial institutions holding your External Bank Accounts, on your behalf, to retrieve information about your accounts. For all purposes hereof, you hereby grant us (and our service provider for the Bank to Bank Transfer service) a limited power of attorney, and you hereby appoint us and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party Internet sites (including the website of the financial institution that holds the External Bank Account(s)), servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE (OR OUR SERVICE PROVIDER) ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE (OR OUR SERVICE PROVIDER) ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OF THE FINANCIAL INSTITUTION HOLDING THE EXTERNAL BANK ACCOUNT OR ANY THIRD PARTY. You agree that third party financial institutions holding External Bank Accounts shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that use of this verification process is not endorsed or sponsored by the financial institutions holding the External Bank Accounts or us, and you are not required to provide us with your online credentials in order to use the Bank to Bank Transfer services. You are licensing to us and our service provider any information, data, passwords, materials or other content (collectively, "Content") you provide to us. We (and our service provider) may use, modify, display, distribute and create new material using such Content in order to provide the requested Bank to Bank Transfer services to you. By submitting Content, you automatically agree that we (and our service provider) may use the Content for the purposes set out above without any particular time limit and without the payment of any fees.

Deposit Verification. By using the Challenge Deposit Verification Service, you authorize us to make up to two micro-deposits (less than \$1.00) to the External Bank Account specified by you. You will thereafter verify to us the amounts of each micro-deposit made to the External Bank Account.

E. ONLINE CHECK SEARCH AND STOP PAYMENT

This section sets forth the terms and conditions specific to the Online Check Search and Stop Payment Service regarding checks you have written. This service excludes payments made via Online and Mobile Bill Pay. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of this Agreement. You may use the Online Check Search and Stop Payment Service to search for the status of checks you have written and place stop payments on checks you have written that have not cleared. You will be charged a stop payment fee under the terms of your Eligible Account on which the check was drawn. Before placing your stop payment, verify the check(s) has (have) not cleared your account. You understand that the Bank is unable to stop payment on checks and other items that have already been paid before the Bank has received and had a reasonable time to act on a stop payment order. In addition to the check number, we may require you to supply the following information when you request a stop payment: the number of the account on which the check is drawn, the amount of the check, the date of the check, the name of the payee, and the reason for stopping payment. Stop Payments will be in effect for 6 months. A verification form may be required. We do not guarantee the ability to cancel or stop any payment.

F. STATEMENTS AND NOTICES SERVICE

This section sets forth the terms and conditions specific to the Statements and Notices Service. By enrolling in this service, you agree to be legally bound by this section as well as the other applicable terms of this Agreement. The Statements and Notices Service is an option by which you may obtain Electronic Documents electronically for viewing, printing and downloading, **rather than receiving such documents from us in paper form.**

1. Enrollment. You can elect to have statements and notices for Eligible Accounts delivered electronically in one of the following ways:

a. During Online Banking enrollment, you will be presented the option to receive statements and notices online for all of your Eligible Accounts. Please note that if you check the prompt to receive statements and notices online during this process, your election for electronic delivery (rather than paper) will apply to all of your Eligible Accounts.

b. If you do not elect to receive statements and notices online during the Online Banking enrollment process, you can make this election within Digital Services after your enrollment. Please note that if you check the prompt to receive statements and notices online during this process, this election will apply to all of your Eligible Accounts.

The availability of certain Electronic Documents may be limited in certain jurisdictions and by applicable law.

Note: If you choose electronic delivery for statements for an account, we may also send account related change-in-terms notices electronically.

Anytime, as described above, you enroll in the Statements and Notices Service (and/or adjust the Eligible Account(s) for which you will be receiving Electronic Documents from us electronically or in paper form), you hereby confirm that you, (i) have Equipment and Software necessary to allow you to receive electronically, view, print and/or save the Electronic Documents, including Software that permits you to receive, access and retain "PDF" files; (ii) have a valid and up to date email address at which to receive your Electronic Documents and/or notice that your Electronic Documents are available for you at the Online Banking Website; and (iii) agree to discontinue receipt of checks or printed images of canceled checks, if, prior to agreeing to receive your statements electronically, you received checks or printed images of canceled checks with your account statement.

2. Accessing your Electronic Statements and Disclosures. Once the Statements and Notices Service takes effect for Electronic Documents, whenever any Electronic Document is made available to you through Online Banking, we may send to the primary email address you have provided to us for use with the Statements and Notices Service a notice that the Electronic Document is available to you through Online Banking. Not all Electronic Documents may be eligible for this notice. Such Electronic Documents will be available to you through Online Banking for 24 months in the Statements and Notices Service, as long as you are enrolled in the service and have elected to receive documents electronically, or available upon request. We recommend that you print and/or save copies of your statements and other Electronic Documents as they become available. Please note that upon Eligible Account closure, Electronic Documents will not be available through Online Banking. Except when applicable law requires otherwise, the notice we send to your primary email address will be the only notice to you about the availability of the Electronic Document through Online Banking. You acknowledge that availability of the Electronic Document through Online Banking or delivery of the notice will constitute delivery of the Electronic Document whether or not you view or print such Electronic Document. For instances in which an email notice is returned as undeliverable, we may send you a letter or a secure internal message within Digital Services advising that an Electronic Document is available and that we were unable to deliver your email notice, and asking you to provide us with a new email address for use with the Statements and Notices Service.

3. Changing Statement or Electronic Disclosure Delivery Option. You can change your delivery preference from electronic delivery to paper delivery by calling the Bank at 1-888-858-7054. When you change your delivery option, the change will take effect in your next statement cycle, or when the next document or notice would be sent. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen.

4. Email Address. It is your responsibility to notify us of any change in your primary email address, which is used with the Statements and Notices Service.

5. Paper Copies. At any time after you enroll in the Statements and Notices Service, we may discontinue mailing you paper copies of Electronic Documents. For as long as we are required by applicable law to keep a copy of any Electronic Document, you may request a paper copy of such Electronic Document by contacting us at the telephone number of address provided in Section K15. You must pay us any applicable charge for the paper copy. Your request for the paper copy will not constitute a request to cancel Statements and Notices Service or a request to discontinue receipt of Electronic Documents. Even if we discontinue sending you paper copies of Electronic Documents, we may (but shall have no duty to) resume sending them at any time for any reason, including, but not limited to, because we believe that you are not receiving notices that an Electronic Document is available to you through Online Banking or because we believe that a change in Equipment or Software required for Statement Delivery Service creates a risk that you may not be able to receive electronically, view and retain Electronic Documents.

6. Termination of Enrollment. We may terminate your enrollment in the Statements and Notices Service at any time, without notice to you. The termination will take effect when we specify. You may terminate your enrollment in the Statements and Notices Service within Online Banking, or by notifying us via phone or by mail. The termination will not take effect until we have had a reasonable time to act on your notice, which can be as long as 60 days. Any termination of your enrollment in the Statements and Notices Service (i) may be effective for all Eligible Accounts, or for select accounts; and (ii) will not affect the validity or legal effect of any Electronic Document provided to you through Online Banking prior to the effective date of such termination.

7. Joint Account. If any Eligible Account is a joint account, any holder of that Eligible Account may enroll in or terminate enrollment in the Statements and Notices Service. All joint account holders of any Eligible Account will be bound by the enrollment or termination of enrollment by any account holder.

8. Combined Statements. All accounts that are part of a combined statement mailing must be delivered in the same fashion. Requesting that a single account within a combined statement be changed to another delivery format will result in all accounts within that statement being sent in the same format. If accounts that are part of a combined statement mailing are not entirely or partially owned by the person enrolling in the Statements and Notices service, we will not discontinue delivery of paper statements and the delivery settings will be set to paper and electronic.

9. Fees. For fee information, please refer to Section L of this Agreement. The Bank does not charge a fee to enroll in the Statements and Notices Service or to change your election from paper to electronic delivery, but may charge to change your election from electronic delivery to paper, or to maintain paper delivery. Whether there are charges for electronic statements and/or paper statements is based on the applicable Eligible Account agreements and the applicable Eligible Account-related fee schedules. Please refer to such documentation for details.

G. MOBILE BANKING

Mobile Banking. This section sets forth the terms and conditions specific to Mobile Banking. By downloading the The Continental Bank Mobile App or using Mobile Banking, you agree to be legally bound by this section as well as the other applicable terms of this Agreement. After you have enrolled in the Online Banking Services, you can use Mobile Banking to access some financial services and products and the functions from Online Banking using a Mobile Device. Not all Eligible Accounts are accessible through Mobile Banking. To use Mobile Banking, you must have a Mobile Device and the Bank's Mobile App.

1. Mobile App. The Bank's mobile application ("Mobile App") allows you to access certain Eligible Account information, make transfers between Eligible Accounts and make a payment to eligible Bank loans from a non-Bank account. You can access additional services that you are enrolled in, such as Online and Mobile Bill Pay and Mobile Deposit. To use the Bank's Mobile App, you must have a supported Mobile Device and download the Bank's Mobile App to the device.

2. Notices Applicable to Mobile Banking. YOU AGREE THAT THERE ARE RISKS ASSOCIATED WITH USING A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT, COMPROMISE, OR LOSS OF THE MOBILE DEVICE, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED. For this reason,

you should consider password protecting your Mobile Device and/or taking additional security precautions with your phone. In the event of the loss, theft, compromise of, or destruction of your Mobile Device which has the the Bank's Mobile App, you should immediately (i) reset your Online Banking Passcode and (ii) notify your wireless carrier to disable wireless telecommunications service (voice and data) from your lost or stolen Mobile Device. You agree not to use any personally identifiable information (including User ID, passcode or full account number) when creating nicknames for your Eligible Accounts. You agree that the Bank cannot guarantee and is not responsible for the availability of the data services provided by your mobile carrier, and that service may not be available from time to time.

At any time and without notice, the Bank reserves the right to: (i) terminate its support of any Mobile Device, operating system or mobile carrier; (ii) remove or modify the types of accounts, features and functionality available through the Mobile App; and (iii) modify any security procedures or requirements the Bank requires to gain access to Mobile Banking.

3. Fees. For fee information, please refer to Section L of this Agreement. The Bank does not currently charge a fee for Mobile Banking. However, you are responsible for any data or text message charges or other fees you may incur that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

H. MOBILE DEPOSIT

This section sets forth the terms and conditions specific to the Mobile Deposit Service ("MDS"). By enrolling in or using MDS, you agree to be legally bound by this section as well as the other applicable terms of this Agreement. MDS allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile check deposits ("Mobile Deposit Accounts") via an application (the "App") installed on your supported mobile device. The App is considered part of the MDS. All items received through MDS will be treated as deposits of checks under the applicable deposit account agreement.

1. Miscellaneous. If there is a conflict between other provisions of this Agreement and this section, this section shall control concerning the MDS. If any portion of this section is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

2. Fee. You agree to pay us a fee for the service as set forth in our fee schedule and as may be changed from time to time. For fee information, please refer to Section L of this Agreement. Note: There may be a returned item fee and a Remote Deposit Capture Correction Fee if a deposited item is returned or in need of correction for any reason. See applicable account agreement for details.

3. Equipment. To use MDS, you must have (at your expense) a supported mobile device (e.g., smartphone, tablet, etc.) with a supported camera and a supported operating system, have a data plan or otherwise be able to access the Internet through your mobile device, and download the App to your mobile device (collectively, the "MDS Mobile Device"). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with MDS.

4. Limitations. When using MDS, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting Damages that you may incur. For security reasons, MDS has qualification requirements and we reserve the right to change the requirements at any time without prior notice. We reserve the right to change, suspend or discontinue MDS, in whole or in part, or your use of MDS, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of mobile devices through which you may access MDS.

Except as expressly provided in this section, deposits made though MDS are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

5. Eligible Checks and Items. You agree (i) to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this section or such other items as we, in our sole discretion, elect to include under MDS; (ii) that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code; and (iii) that you will not use MDS to scan and deposit any of the following checks or other items:

- a. Checks or items payable to any person or entity other than you, or to you and another party.
- b. Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC or other remotely created items.
- f. Checks or items not payable in United States currency.
- g. Checks or items dated more than 6 months prior to the date of deposit.
- h. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- i. Checks or items that were previously returned unpaid.
- j. Checks or items prohibited by our current procedures relating to MDS or which are otherwise not acceptable under the terms of your Mobile Deposit Account.

Nothing in this section should be construed as requiring the Bank to accept any check or item for deposit, even if the Bank has accepted that type of check or item previously. Nor shall the Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this section.

6. Security of Your Mobile Device and Account Information. You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the MDS (collectively, "MDS Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the MDS (collectively, "Account Information"). You agree not to supply your MDS Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data (referred to in this section as "Communications") entered using the MDS Access Information. Any Communications received through the use of the MDS Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any MDS Access Information, including your Mobile Devices. We reserve the right to deny you access to MDS (or any part thereof) if we believe that any loss, theft or unauthorized use of MDS Access Information has occurred.

7. Image Quality. The image of a check or item transmitted to the Bank using MDS must be clear and legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, any regulatory agency, any higher standard set by us, and with any requirements set by

any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any Damages resulting from the poor image quality of a check or other item, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

8. Endorsements and Procedures. Before transmission, you agree to restrictively endorse any check or item transmitted through MDS as "For Continental Bank mobile deposit only" or as otherwise instructed by the Bank. All endorsements must be in either blue or black ink. You agree to follow any and all other procedures and instructions for use of MDS as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through MDS.

9. Receipt of Checks and Items; Crediting. We reserve the right to reject any check or item transmitted through MDS, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this section or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

As provided in the relevant deposit agreement governing your Mobile Deposit Account and the applicable funds availability policy, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. The Bank may establish later Cutoff Times for checks and items deposited via MDS, crediting your Mobile Deposit Account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your Mobile Deposit Account. In the event that the Bank establishes later Cutoff Times for checks and items deposited via MDS, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether the Bank establishes later Cutoff Times for checks and items deposited via MDS, you understand and agree that checks and items must be received and accepted by the Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting.

10. Availability of Funds. Deposits may not be available for immediate withdrawal.

For Personal Accounts, we will make funds available for checks and items received, accepted, and successfully processed through MDS according to our availability disclosure for your Mobile Deposit Account.

If your Mobile Deposit Account is in a business or commercial product, checks and other items received, accepted, and successfully processed through MDS are not subject to the availability timeframes within the availability disclosure for your Mobile Deposit Account, and you may receive less favorable funds availability (e.g., availability delayed an additional business day) than that disclosure provides.

11. Temporary Retention and Disposal of Transmitted Checks and Items. You agree never to represent to us or any other party a check or item that has been deposited through MDS unless we notify you that the check or item has not been accepted for deposit through MDS. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for the Bank's audit purposes. You agree to safeguard and keep the original item for at least 70 calendar days after you have transmitted the item. You shall consult your legal counsel on the appropriate retention timeframe (exceeding 70 calendar days) for original paper items based on your requirements. You agree to securely destroy or otherwise properly dispose of checks and items that have been accepted for deposit through MDS and have cleared to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items. Business Customers shall create and maintain written policies and procedures for the safe and secure retention and subsequent destruction of the original paper Items and/or copies of such items.

12. Deposit Limits. For security reasons, we reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using MDS. Such limits are subject to change without notice at the Bank's discretion.

13. Presentment. The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in the Bank's sole discretion as set forth in the relevant deposit account agreement governing your Mobile Deposit Account.

14. Promises You Make to Us; Indemnity. You warrant to the Bank that:

a. You will only transmit eligible checks and items that you are entitled to enforce; all checks and items will include all signatures required for their negotiation.

b. Images will meet the Bank's image quality standards in effect from time to time.

c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.

d. You will not deposit, represent, or otherwise transfer or negotiate the original check or item with the Bank or any other party.

e. All information you provide to the Bank is accurate and true, including that all images transmitted to the Bank accurately reflect the front and back of the check or item at the time it was scanned.

f. You will comply with this section and all applicable rules, laws and regulations.

g. You will use MDS only for your own deposits and will not allow the use of MDS by way of a service bureau business, timesharing, or otherwise disclose or allow use of MDS by or for the benefit of any third party.

h. You will only use MDS in locations in which use of MDS is permitted.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision or the terms of this section.

15. Changes to MDS. We reserve the right to terminate, modify, add and remove features from MDS at any time in our sole discretion. You may reject changes by discontinuing use of MDS. Your continued use of MDS will constitute your acceptance of and agreement to such changes. Maintenance to MDS may be performed from time to time resulting in interrupted service, delays or errors in MDS and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

16. Ownership and License. You agree that the Bank retains all ownership and proprietary rights in MDS, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of MDS, including the App. You may use MDS only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide MDS. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of MDS, in any manner contrary to the terms of this section, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

17. Questions. In case of questions or errors related to MDS, call us at the telephone number or write to us at the address provided in Section K15.

I. INTUIT QUICKBOOKS' WEB CONNECT

This section sets forth the terms and conditions specific to the Bank's Web Connect service (the "WCS"), which allows you to view business account information and may allow you to initiate payments and transfers through compatible financial management software powered online by QuickBooks Web Connect. If there is a conflict with other sections of this Agreement and this section, this section shall control. By enrolling in or using WCS, you agree to be legally bound by this section as well as the other applicable terms of this Agreement.

1. Fee. Once you enroll, you agree to pay us a fee for WCS as set forth in our fee schedules and as may be changed from time to time. **For fee information, please refer to Section L of this Agreement.**

2. Software Requirements. To access WCS, you must have the Equipment and Software specified for Online Banking. In general, WCS is designed to work with current versions of Intuit QuickBooks, subject to support by the vendor of the QuickBooks Software. Unless otherwise noted, instructions on how to use Web Connect provided through Online Banking are supplied by Intuit and the accuracy of such instructions has not been verified by the Bank. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Web Connect and its usability. In no event will we be responsible for the information contained in such Intuit QuickBooks programs Intuit QuickBooks access and use is at your own risk.

Section La. Eligible Account information that you obtain through PFM Software generally does not include transactions that have posted to your account since the end of the prior Business Day.

b. The Bank does not review or have any control over the on-screen instructions, messages, prompts, menus or fields (collectively, "PFM Software Directions") displayed in or provided by or through the PFM Software. If these PFM Software Directions are in any way unclear, you should contact the manufacturer of your PFM Software for clarification.

c. Except as provided in this section, bill payments and transfers of money initiated through your PFM Software are subject to the same limitations and restrictions (including cutoff and processing times) applicable to bill payments and transfers of money initiated through Online Banking and Online and Mobile Bill Pay service as described elsewhere in this Agreement.

d. Certain payment and transfer options and other functions available through the Online Banking Services may not be available through the PFM Software. In addition, information available directly through the Online Banking Services may not be available via the PFM Software, may be described using different terminology or may be more current than the information available via the PFM Software. The method of entering Instructions via the PFM Software may also differ from the method of entering Instructions directly through the Online Banking Services. We are not responsible for such differences, whether or not attributable to your use of the PFM Software.

e. In the event that you wish to contact us via email regarding DCS or Eligible Accounts, you agree to do so via the secure internal electronic messaging service available through the Online Banking services, by telephone, or my mail at the phone number and address provided in Section K15., and not via any messaging feature available through the PFM Software.

f. You agree to use DCS exclusively for lawful purposes. You acknowledge and agree that we own all rights in and to DCS. You are permitted to use DCS only as expressly authorized by this section.

g. Using the Bank's WCS, you may download account information from your Eligible Accounts. As part of this function additional information may be used or captured which may include, but is not limited to, certain technical information such as your IP Address, Mobile Device identifier, and access date and time, as transferred to us.

DCS is integrated with the Bank's Online Banking services, which are accessible through the Internet. Accordingly, after you submit an Instruction through your PFM Software, you can immediately log on to Online Banking and/or Online and Mobile Bill Pay Service and confirm the Bank's receipt of that Instruction. You may also be able to cancel, edit or modify that Instruction through Online Banking and/or the Online and Mobile Bill Pay Service, subject to the limitations on such actions set forth in this Agreement. Given that DCS is integrated with the Online Banking Services, we strongly recommend that you log on to the Online Banking Services and confirm any information obtained from or Instructions submitted through your PFM Software, particularly if you believe that such information is inaccurate or such Instructions were not properly submitted or processed. If you cannot confirm the information or Instructions through the Online Banking Services, you should contact us immediately.

3. Security of Your Account Information. You agree to safeguard the computer or other device running your Intuit QuickBooks software and its Web Connect integration into Continental Bank's Online Banking by, for example, protecting it with a password. You also agree to immediately notify us if you become aware of any loss, theft or unauthorized use of the computer or device. We reserve the right to deny you access to WCS (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of the WCS or the computer on which it runs has occurred. You understand that the manufacturer of QuickBooks Web Connect is not under the Bank's control and is not subject to the Bank's Privacy Policy or information security procedures.

4. Changes to WCS. We reserve the right to terminate, modify, add and remove features from WCS at any time in our sole discretion. You may reject changes by discontinuing use of WCS. Your continued use of WCS will constitute your acceptance of and agreement to such changes. Maintenance to WCS may be performed from time to time resulting in interrupted service, delays or errors in WCS and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but we cannot guarantee that such notice will be provided.

5. Liability. WE SHALL NOT BE LIABLE FOR ANY ERROR THAT RESULTS FROM (A) OUR ACTING OR FAILING TO ACT ON INFORMATION TRANSMITTED TO US THROUGH YOUR INTUIT QUICKBOOKS INTEGRATION SOFTWARE THAT, WHEN DELIVERED TO US, IS ERRONEOUS, INCOMPLETE OR NOT COMPATIBLE WITH DCS OR THE ONLINE BANKING SERVICES; (B) YOUR FAILURE TO PROPERLY USE THE PFM SOFTWARE OR TO FOLLOW THE PFM SOFTWARE DIRECTIONS; OR (C) YOUR RELIANCE ON UNCLEAR OR ERRONEOUS PFM SOFTWARE DIRECTIONS.

6. Miscellaneous. You agree not to resell WCS. You also agree to use WCS exclusively to access your own Eligible Accounts and not to access or to permit anyone else to access the accounts of your customers or other third parties.

J. ALERTS SERVICE

Alerts Service. This section sets forth the terms and conditions specific to the Alerts Service. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of this Agreement. By use of any Digital Service, you are also agreeing to the terms of this section pertaining to Security Alerts. The Bank may offer Security Alerts and Optional Alerts as described below. (We may also offer other types of alerts through the ACH, Wire Transfers and Real-Time Payments Digital Services, which may be subject to different terms than the "Alerts Service" terms described below.)

1. Security Alerts: The Bank may provide certain types of alerts ("Security Alerts") to customers enrolled in Online Banking Services. Security Alerts are notifications sent to you following certain types of important account activities or when certain changes are made to your Digital Services, Eligible Accounts, or related information (for example, a change in your email address or passcode). If the Bank sends these types of alerts to you, we send them automatically. You do not need to enroll in or activate these Security Alerts.

2. Optional Alerts: As available, the Bank may offer optional alerts in which you may enroll ("Optional Alerts"). You can choose which Optional Alerts you wish to receive and are responsible for determining the variable criteria and options that govern each alert. We have no obligation to review or verify the criteria or options you set for any Optional Alert. If you wish, you can enable or disable an Optional Alert or modify any variable criteria or options for an

Optional Alert from time to time.

3. Terms Applicable to All Alerts: Both Security Alerts and Optional Alerts are subject to the following terms:

Although we offer many types of alerts, we do not provide alerts for every type of transaction or situation arising with respect to Eligible Accounts, your security or your online or mobile banking. For example, alerts for approved and declined card transactions cover only certain card purchases and withdrawals, not transfers made using a card. We may add new Security Alerts or Optional Alerts from time to time, or modify or cancel the availability of certain types of existing alerts. We will generally notify you when we modify or cancel alerts, but we do not have to do so. Please note that not all alerts are available for all account types.

Alerts may be sent to you via email, text message, app notifications within the mobile app, or other means we may make available. Not all types of alerts may be available for delivery via all delivery methods. Alerts sent by email will be sent to an email address you have provided. You must enroll your mobile phone number in order to be eligible to receive alerts through text message. The number and frequency of text message alerts you receive will depend on your accounts' settings and activity. You may discontinue receipt of text message alerts by unenrolling within Online or Mobile Banking. If your email address or your mobile phone number changes, you must correctly update that information in the Online Banking Service. Changes to your email address or a mobile device enrolled in Mobile Banking could impact your alerts.

Although we do not currently charge for alerts, we reserve the right to begin charging fees at any time. **For fee information, please refer to Section L of this Agreement. In addition, please note that text, data charges or rates, or other charges may be imposed by your carrier or application provider in connection with alerts. Check your carrier plan for details.**

We provide alerts as a convenience to you for informational purposes only. Alerts are designed to be a helpful account management tool but they are not a substitute for other types of information, security and fraud precautions, and account management techniques, including, but not limited to, maintaining a check register, verifying your statements, and being aware of your outstanding payments and available balance. You are responsible for understanding the information provided in an alert and how that information relates to your particular account and situation (e.g., whether you will incur overdraft or insufficient funds fees based on the available or the total balance in your account, whether you have overdraft protection to cover a transaction, etc.). We do our best to provide alerts in a timely manner with accurate information but we do not guarantee the delivery or timeliness of any alert or the accuracy of the contents of any alert, whether you are within or outside the United States. You understand that information reflected in an alert may be reflected on our systems and records at a different time (earlier or later) than the time we delivered the alert and that certain transactions or triggers may result in the generation of more than one alert, each of which may be delivered at different times. You acknowledge and agree that delivery of an alert may be delayed, misdirected or prevented by a variety of factors, including factors outside our control (e.g., unavailability of mobile or email service, settings such as "do not disturb") and our technical and administrative processes (e.g., for system maintenance and processing customer Instructions). We shall not be liable for any losses, missed opportunities or other Damages incurred by you due to the delay in delivery, non-delivery, duplicate delivery, inconsistent delivery or misdirected delivery of an alert or type of alert, for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert. Wireless carriers are not liable for delayed or undelivered messages.

Because alerts are not encrypted, we will not include your passcode or full account number in an alert. However, alerts may include your name, mobile phone number, account nickname and some information about your accounts and activity. Depending upon which alerts you select, information such as your account balance or transactional data may be included. Anyone with access to your email or mobile device(s) will be able to view the contents of these alerts. You understand and accept that an alert is transmitted electronically and you acknowledge that you have no expectation of privacy with respect to such information. You acknowledge that the information in the alert is unencrypted and can be accessed, used, or misappropriated by unintended third-party recipients.

You acknowledge and agree that, although the primary purpose of alerts is to provide transactional and relationship messages, alerts also may sometimes include some marketing or other content and you agree to receive this marketing and other content.

K. GENERAL PROVISIONS FOR DIGITAL SERVICES

The following general provisions apply to all Digital Services, unless otherwise stated.

1. Applicable Law. This Agreement shall be governed by the laws of Utah without regard to its conflict of law provisions and, to the extent required, by federal law. Continental Bank asks all Authorized Users to waive their right to jury by trial, and all Users willingly waive their right to jury by trial.

2. Force Majeure. In no event will the Bank be liable to you for any Damages, default, or delay in performance arising out of or related to this Agreement or the Digital Services to the extent such Damages or the default or delay is caused by circumstances beyond our control, including civil disorders; wars; terrorism; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical failures; denial of service attack; postal delays or strikes; virus or other malware; fires; floods; acts of God; federal, state or municipal actions, statutes, ordinances, or regulations; or pandemic(s).

3. Authorization. You authorize us or our agents and service providers to take on your behalf any action necessary to complete any transaction initiated through the Digital Services. This authority includes, without limitation, the withdrawal of funds from any of your accounts or obtaining of a loan under any of your loan accounts effective as though you had signed a check or withdrawal form to make the withdrawal or signed a direct loan check to obtain the loan.

4. International Access. The Digital Services may contain software and/or other technology that is subject to United States export controls. You agree that you will comply with such export controls. You agree not to use Digital Services in any jurisdiction outside of the United States where use of the Digital Services would be in violation of applicable law, including sanction-related laws of the United States of America. For more information, please refer to the United States Office of Foreign Assets Control Internet site and other United States government sites pertaining to sanctions and trade restrictions.

5. Entire Agreement, Waiver. This Agreement is the final and complete agreement between you and the Bank concerning the Digital Services and supersedes prior agreements, oral or written, or other communications between you and us related to the Digital Services, including any marketing or other similar materials. Headings are for reference purposes only. If any provision or part of this Agreement is determined by a court of competent jurisdiction or applicable regulatory agency to be invalid, the part or provision shall be deemed amended to the extent necessary to be valid, and all other provisions shall remain in effect. We may waive, or delay exercising, any of our rights under this Agreement without notifying you. Such waiver or delay will not affect any other rights we may have. The waiving of any of our rights on any occasion shall not be deemed to be a waiver of such rights in the future. This Agreement may not be amended by course of dealing. You agree that a copy of this Agreement and/or evidence that you entered into this Agreement online, kept in the normal course of our business, may be entered in evidence as an original. Except as otherwise indicated in this Agreement, no third party shall be a beneficiary of this Agreement.

6. Amendment. Except as otherwise required by law, rule, regulation, or this Agreement, the Bank may change the terms of this Agreement (including fees) from time to time and at any time. When material changes are made, we may notify you by mail, through Internal Electronic Messaging, through other electronic means, and/or by posting the amendment on the Online Banking Website. We will update this Agreement on the Online Banking Website on or before the effective date of the change, unless the change must be made before we can update the Agreement in order to maintain the security of the system or unless a law, rule or regulation requires that the change be made at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of our system, this Agreement will be updated within thirty (30) days after the change. You may choose to accept or decline changes by continuing or discontinuing the use of the Digital Services. Your continued use of the Digital Services shall constitute your acceptance of this Agreement, as amended.

7. Assignment. We may assign our rights and delegate our duties under this Agreement to any of our affiliates or any other party. You shall not assign this Agreement or your rights hereunder, voluntarily or involuntarily, by operation of law (e.g., a merger) or in any other manner, without our prior written consent. Any purported assignment in violation of this section is null and void. This Agreement shall be binding on Customer and Customer's successors and assigns and shall inure to our benefit and the benefit of our successors and assigns.

8. Customer Service. If you have questions about the Digital Services, please contact us at:

- Telephone us at: 1-888-858-7054.
- Write us at: Continental Bank, 15 W. South Temple, Suite 300, Salt Lake City, UT 84101
- Communicate with us through Internal Electronic Messaging.

9. Cancellation.

a. Cancellation of Services and Instructions. You can cancel the Digital Services at any time by notifying us in writing at the address, or calling us at the telephone number, as stated in this Agreement. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. If you cancel, we will not refund any fee you have paid for any Digital Service during the cycle in which you cancel.

We reserve the right in our sole discretion to refuse to honor an Instruction or suspend, cancel or terminate your access to the Digital Services, in whole or in part, at any time, with or without cause, including, without limitation (i) upon ten (10) Business Days' notice to you (unless longer notice is required by applicable law), by internal or external email, US mail or posting on the Website, or (ii) without notice, if: (i) We have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; (ii) We believe the Digital Services are not being used for their intended, bona fide and lawful purposes under this section and this Agreement or any of our policies, procedures or practices; (iii) We have reason to believe the Digital Services are being used in an anti-competitive manner or contrary to the Bank's business interests; (iv) Your account is closed or access to your account is restricted for any reason; (v) You do not access or process any transactions for the Online Banking Services for any three (3) month period; (vi) You or any of the Eligible Accounts are subject to the automatic stay in bankruptcy; or (vii) Due to a change in law, regulation, or regulatory directive or guidance.

Any cancellation, termination or refusal, whether or not described above, by us will not affect your liability or obligations under this section for actions we have taken on your behalf, or this Agreement or any other agreements you have with us. Further, we reserve the right to cancel the Online and Mobile Bill Pay Service, the Bank to Bank Transfer Service and the Mobile Deposit Service without notice if you do not schedule or process a payment, transfer or deposit, respectively, for any three (3) month period.

Once the cancellation by you or us takes effect, we will not complete any transaction initiated through the Online Banking Services (for example, any order to transfer funds or any pending or recurring Online and Mobile Bill Pay transaction). The cancellation by you or us will not affect any of your obligations under this Agreement.

b. Cancellation of Receipt of Text Messages. You may cancel receipt of future text messages related to all Bank text messaging services (e.g., text message alerts related to the Alerts Services, or any other text alert service(s) offered by the Bank) by unenrolling in the Alerts Service in online banking or by contacting us at the phone number provided in Section L of this Agreement.

10. Notices and Change of Address. Any notice we send you concerning this Agreement or the Digital Services may be sent: (i) to the primary external email address you provided to us in connection with the Digital Services; (ii) using Internal Electronic Messaging; (iii) using other electronic messaging services offered by THE BANK; or (iv) to your current mailing address shown in our records. If your mailing or external email address changes, you must promptly notify us in writing of the new address.

11. Electronic Messaging. External email sent over the Internet is not a secure method to send messages to the Bank. The Bank has, therefore, provided secure internal electronic messaging forms after you have signed onto the Digital Services platform for you to communicate with us ("Internal Electronic Messaging"). You should only communicate with the Bank about the Digital Services via this Internal Electronic Messaging. If the Bank receives any Internal Electronic Message between 12:00 a.m. (midnight) and 3:00 p.m. MST on any Business Day, we will generally review the Internal Electronic Message on that Business Day. If the Bank receives the Internal Electronic Message on any Business Day after 3:00 p.m. MST or on a Saturday, Sunday or federal holiday, the Bank will generally review the Internal Electronic Message on the next Business Day. Please note the Bank will not have to take any action based on any Internal Electronic Message sent to us until we receive it and have a reasonable time to act on it. In any event, the Bank strongly recommends that you do not use Internal Electronic Messaging to communicate URGENT information (for example, a report of a lost or stolen card or a report of an unauthorized transaction involving a deposit or credit account) or matters unrelated to the Digital Services.

You agree that the Bank may, but is not required to, send to your certain account messages or alerts to one of the external email addresses you provide. The messages or alerts may contain confidential information (for example, that your bill payment was unsuccessful due to insufficient funds). Although the Bank does not include information such as full account numbers or SSNs in these communications, you acknowledge that there is a risk of unauthorized access associated with these messages and alerts because the email is not private or secure.

It is your responsibility to notify us if you change any of your external email addresses. You agree to update your Online Banking profile if you change your email address.

12. General Limitation of Liability. THE BANK IS ONLY RESPONSIBLE FOR PERFORMING THE DIGITAL SERVICES AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE DIGITAL SERVICES WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE DIGITAL SERVICES. THE DIGITAL SERVICES ARE PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE DIGITAL SERVICES, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS.

IN NO CASE SHALL THE BANK OR ANY OF OUR SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SOFTWARE, THE EQUIPMENT OR THE DIGITAL SERVICES WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE EXPLICITLY REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT ("EFTA") AND THE EFTA'S IMPLEMENTING REGULATION E OR OTHER APPLICABLE LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE BANK'S AND OUR SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. Your Liability for Unauthorized Transfers. (Personal Accounts)

This section applies to Personal Accounts that are deposit accounts (referred to in this section as "Personal Deposit Accounts").

NOTE: If you perform transactions from a home equity line of credit or other mortgage account, or another credit account, please see the agreements and disclosures for those accounts for information about your liability for unauthorized charges or other errors, or for questions relative to those accounts.

a. Your Liability for Unauthorized Transfers or Payments: Tell us AT ONCE if you believe your Access Codes have been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission from any of your Personal Deposit Accounts. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your Personal Deposit Account (plus your maximum overdraft line of credit, credit card or the balance in any other account connected to your account for overdraft protection, if applicable). If you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Access Codes without your permission.

If you do NOT notify the Bank in writing within two (2) Business Days after you learn of the loss or theft of your Access Codes, and we can prove that we could have stopped someone from using Access Codes without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, notify the Bank in writing at once. If you do not notify the Bank in writing within 60 days after the statement was mailed to you or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

b. Contact in the event of unauthorized transfer: If you believe that your Access Codes have been lost or stolen or that someone has made payments, transferred, or may transfer money from your Personal Deposit Account without your permission, notify us at ONCE by telephoning us at 1-888-858-7054.

14. Our Liability for Failure to Complete Certain Transactions. If we do not properly complete a transfer to or from your Personal Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or Damages. However, there are some exceptions. We will not be liable, for instance, if:

a. Through no fault of ours, on the date a transfer was to be made or on the Withdrawal Date for a payment scheduled through Online and Mobile Bill Pay: (i) you did not have sufficient available funds in the account and the transfer or payment would exceed any credit line or available balance in any other overdraft protection account, (ii) the account is closed, or (iii) the money in the account is subject to hold or a court order restricting its removal or is the subject of a dispute.

b. Your account with the payee of an Online and Mobile Bill Pay was not in good standing, the information you provide to us about the intended payee was incorrect, the payee fails to properly credit any payment that we make, or the payee fails to cash a payment check within the time period we establish for cashing checks, or it rejects an electronic transfer.

c. The third party holding an external account associated with a transfer or payment to or from an Eligible Account mishandles or delays processing, sending or posting a transfer or payment.

d. You failed to properly follow the instructions for the use of the Digital Service used for the payment or transfer, or you did not comply with the terms of this Agreement.

e. We, in good faith, believe that the Instruction was given without your authorization, has not been properly authenticated or is fraudulent or we have other reasonable cause not to honor an Instruction for your or for our protection.

f. The Digital Services or your Equipment or Software was not working properly and you knew about the breakdown when you began the request for the payment or transfer.

g. The failure to make the transfer or payment is justified by any provision of this Agreement, any provision of any other agreement between you and us concerning any of your accounts, or by applicable law.

h. Circumstances or persons beyond our control prevent or delay the making of the payment or transfer, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, failure of any funds transfer system, denial of service attack, telecommunication outages, civil disorder, acts of war, terrorism, postal delays, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters, and pandemic(s).

Note, specific services or sub-services under this Agreement may list additional exceptions to our liability for that service context.

15. Error Resolution Notice. (Personal Accounts)

This section applies to Personal Accounts that are deposit accounts (referred to in this section as "Personal Deposit Accounts").

NOTE: Please see the agreements and disclosures for home equity lines of credit, other mortgage accounts, or other credit accounts for information about unauthorized charges or other errors, or for questions relative to those accounts.

In Case of Errors or Questions About your Electronic Transfers Telephone us at: 1-888-858-7054.

Write to us at:

Continental Bank, 15 W. South Temple, Suite 300, Salt Lake City, UT 84101

(OR) Communicate with us through Internal Electronic Messaging.

Contact us as soon as you can if you think that your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you in writing no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Please have ready (a) your name and account number, (b) a description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (c) the dollar amount of the suspected error.

If you tell the Bank, the Bank will require that you send us your complaint or question in writing within 10 Business Days.

The Bank will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 Business Days 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 10 Business Days, we may not recredit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide 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.

16. Dispute Resolution. Any disputes between you and the Bank concerning or involving a transaction or Digital Service relating to an Eligible Account are controlled by the dispute resolution process and provisions in the agreements for the Eligible Account(s) involved in or connected to the transaction(s) or Digital Services to which the dispute relates.

Any dispute involving more than one Eligible Account and those accounts are governed by different agreements (e.g., a transfer from your checking account to your Bank loan), or involving any other dispute between you and the Bank related to the Digital Services or this Agreement, the dispute resolution process and provisions are controlled by: (i) the deposit account agreement applicable to your primary Bank checking account (or the agreement applicable to any other Bank deposit account if you do not have a Bank checking account); or (ii) if you do not have a deposit account with the Bank, the agreement governing the Eligible Account involved in the dispute that was opened or originated first in time. Please refer to Eligible Account documentation for applicable dispute resolution provisions. If you do not currently have a copy of Eligible Account documentation, please ask us for a copy.

18. Customer's Liability (Business Accounts). Regarding Business Accounts, Customer authorizes us to act upon, and Customer agrees to be bound by, any Instruction, whether or not actually authorized, effected by the use of the Access Codes, without further inquiry and we shall have no liability for unauthorized Instructions or other use of the Digital Services under this Agreement effected by the use of such Access Codes, unless otherwise required by law. Customer agrees that use of the Access Codes and the procedures set forth in this Agreement are commercially reasonable security procedures for all purposes, including for purposes of Article 4A of the Uniform Commercial Code (UCC 4A), to verify the authenticity of any Instruction. Customer has the sole responsibility for maintaining the security at Customer's website, within Customer's organization, and of the Access Codes and similar elements of security procedures. We are liable only for Damages required to be paid under UCC 4A. Customer agrees to implement any other authentication or security procedures we establish from time to time. **IN NO EVENT WILL WE HAVE ANY LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY UNAUTHORIZED INSTRUCTION, INCLUDING ANY PAYMENT, TRANSFER OR STOP PAYMENT ORDER, MADE USING THE ACCESS CODES THAT OCCURS BEFORE CUSTOMER HAS NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.** In addition to Customer's obligations elsewhere in this Agreement, Customer further agrees to defend, indemnify, and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses including, but not limited to, reasonable attorney fees, arising out of or in any way connected with this Agreement or the acts of any third party. Your obligations under this section shall survive termination of this Agreement.

19. Limitation on Our Liability (Business Accounts). For Business Accounts, we only will be responsible for performing the Digital Services as expressly stated in this Agreement. Except as set forth in this Agreement, we will not be liable for Damages arising out of or related to this Agreement or the Digital Services, except for Damages that arise or directly result from our gross negligence or intentional misconduct. In no event shall our total liability for Damages exceed the total fees Customer paid in the 6 months prior to the date of any claim.

In executing a payment order, the Bank is entitled to rely exclusively on the recipient account number and recipient institution identifier provided in the payment order (notwithstanding that such numbers may not match the name of the recipient or recipient institution). The Bank is not liable for any loss arising in connection with a payment order that is made to the incorrect recipient due to an error in the recipient account number or recipient institution identifier provided in the payment order (even if the payment order had the correct account name or recipient institution name). If Customer provides an incorrect recipient account number or recipient institution identifier, Customer could lose the payment order amount.

The Bank is not responsible for detecting any error in an Instruction provided to the Bank by Customer or its Administrator or Authorized Users (including any payment order). Client is solely responsible for the accuracy and completeness of any such Instructions.

20. Customer Warranties. Now and during the term of this Agreement, Customer (a) represents and warrants that Customer has the power and authority to enter into this Agreement; (b) covenants that Customer shall comply with all applicable federal and state laws and regulations; (c) shall report any unauthorized transaction or other Instruction to us by telephone as soon as possible after learning of such unauthorized transaction, and provide a written report promptly, but in no event later than timeframes specified in the applicable agreement for the Eligible Account to which the unauthorized transaction relates, or in the case of Personal Deposit Accounts as provided in this Agreement; and (d) shall assist us, as necessary, in our efforts to recover any misdirected funds and otherwise comply with Customer's payment or fund transfer Instructions. If we cause an incorrect amount of funds to be credited to Customer's account or to be posted to Customer's loan account, or paid to a Payee, Customer agrees that we may take any action appropriate to correct the error and prevent Customer from being unjustly enriched.

21. Limitations on Transfers and Use of Digital Services. In addition to the transaction and other limitations specified elsewhere in this Agreement, the following limitations apply:

a. Excessive Transfers Out of a Savings or Money Market Deposit Account. Federal Reserve Regulation D limits the total number of transfers out of a savings or money market deposit account made by check, telephone, Online Banking, Mobile Banking, and overdraft protection transfers, as well as preauthorized transfers (including debit card purchases, automatic transfers and wire transfers) to six per calendar month. Regarding Online Banking and Mobile Banking, internal transfers from your money market deposit accounts or savings accounts to pay your Bank loans are not counted towards this limit. The Bank may impose an excess activity fee for each transaction exceeding these limitations. See product disclosures and applicable account fee schedules for details.

b. Security Limitations. For security reasons, there are limits on the number of transfers you can make using Digital Services.

c. Geographic Limitations. Use of Digital Services may be restricted or limited in some jurisdictions outside the United States.

d. Internet Gambling. The Bank reserves the right, but not the obligation, to reject any transaction involving Internet gambling.

22. Information Sharing. We will disclose information to third parties about your accounts or the transfers you make: (a) that we believe is necessary to document or complete transactions, (b) to investigate possible unauthorized transaction(s), (c) to resolve errors or claims, (d) in order to verify the existence and condition of your Account for a third party, such as a credit bureau, another financial institution or merchant, (e) in order to comply with government agency or court orders, or (f) if you give us your written permission. In addition, to the extent permitted by law, we may disclose information to third parties; for example, to initiate transactions and for anti-fraud purposes.

Please refer to the following sub-section on Privacy for additional information.

23. Privacy. For Consumers, disclosure of information about you and your accounts and transactions is governed by The Bank's Privacy Policy, as it may be amended from time to time.

For Businesses, we will generally treat Customer's transactional information and data (that are not otherwise in the public domain) as confidential; provided, however, that, notwithstanding the foregoing, Customer agrees and acknowledges that we may be required to disclose information and data concerning certain kinds of transactions under federal and state law (including, for example, court orders) and, furthermore, that we may, under certain

circumstances, disclose certain information and data to our affiliates, agents, contractors, vendors or other parties that perform certain functions in connection with certain products and services that we offer to you or to other customers, including (without limitation) Digital Services.

Subject to the section below titled "Third Party Services and Websites", use of Digital Services is also subject to the Bank's Internet Site's Terms of Use.

24. Account Statements. The Bank will make information about your Eligible Accounts available through the Digital Services and in add to reflecting. In addition to reflecting your other account activity, your statements will include any Online and Mobile Bill Pay payments, and funds transfers completed through the Online Banking Services or Bank to Bank Transfer Services.

25. Eligible Account Information. Although we strive to provide accurate and current information about your Eligible Account(s), information we provide using Digital Services may not be provided on a real-time basis and therefore there may be a delay between the time in which a transaction occurs and when it appears on your Eligible Account as reflected in Digital Services. We are not liable or responsible for problems you may experience due to inconsistencies or delays in information being reflected on your Eligible Accounts within Digital Services.

26. Administrator and Authorized Users (for Businesses). The following applies to Business Accounts using Digital Services.

a. Responsibilities and Designation. Customer agrees to have a duly authorized Administrator at all times. The initial Administrator is the individual who enrolls a Business for the Digital Services. That person must be an authorized signer (or, for Business Credit Card accounts, a cardholder) on ALL Eligible Accounts enrolled in the Digital Services. Subsequent Administrators may be designated by an individual authorized to transact business on Customer's behalf, including by any authorized signer on an Eligible Account. Such designations may be made in any manner acceptable to us. Any Eligible Account on which the new Administrator is not an authorized signer will be removed from the Digital Services. In addition, any personal accounts that an Administrator has enrolled in the Digital Services relationship for the Customer will be removed from the Digital Services when that Administrator is removed.

Customer authorizes the Administrator to have full authority and control over its Digital Services, including, among other matters, to (i) receive, maintain and distribute all Access Codes; (ii) set up Authorized Users on the Digital Services; (iii) assign and delegate Digital Services privileges and restrictions to Authorized Users based on Customer's business needs and requirements including, without limitation, access to use particular Digital Services, account access, initiation access, initiation approval levels, and transaction initiation capabilities; (iv) designate another to be a successor Administrator who will thereafter possess the Administrator's capabilities; (v) include his or her own accounts in the Digital Services relationship for the Customer and (vi) utilize all other functions provided via the Digital Services. The Administrator, on behalf of Customer, is responsible for ensuring that each Authorized User maintains confidentiality of his or her Access Codes.

b. Internal Disagreement or Vacancy in Administrator Role. If we become aware of an apparent vacancy in the role of Administrator, or are notified of, or otherwise become involved in, a disagreement concerning the appropriate individual to be the Administrator, the designation of an individual to be an Authorized User or some other Customer internal matter that affects the provision of the Digital Services, we may notify either or both Customer and the individual designated as the Administrator and request that it be resolved. In such situations, we, in our sole discretion, may continue to provide the Digital Services, suspend all or some of the Digital Services, or suspend the ability of an Authorized User or the Administrator (as the case may be) to have access to all or any part of the Digital Service(s) pending (i) Instructions from an individual authorized to transact business on Customer's behalf; (ii) adequate resolution of such Customer internal disagreement (e.g., by court order or agreement by disagreeing parties); or (iii) court order. We may request such supporting documentation, as we deem necessary.

c. Delegation of Authority. The Administrator may designate the individuals to be Authorized Users. Customer grants to Authorized Users all authority designated or delegated by Administrator to such Authorized Users, including the authority to initiate Instructions, perform other activities, and enroll in Mobile Banking. Such authority shall continue to be effective until and unless Customer gives written notification to us that such authority has been revoked or the Administrator removes the individual as an Authorized User or as otherwise permitted by us and we have had a reasonable period of time to react to such revocation.

d. Reliance on Instructions. We may act on any Instruction of the Administrator or any Authorized User (whether or not Customer actually wanted those Instructions), until we have received and had a reasonable time to act on written notice from the Administrator or individual authorized to transact business on Customer's behalf re-assigning the authority of such party. Customer agrees that it is solely responsible for those Instructions and corresponding transactions and actions. The Administrator and Authorized User authority, and our right to rely on Instructions from Administrator and Authorized User, exists notwithstanding any contrary Instruction on any signature card for the Eligible Accounts or elsewhere regarding authorized representatives or minimum number of signatures required in accordance with an Instruction. Customer releases the Bank from all Damages for honoring all Instructions from such Administrators and Authorized Users.

e. Agent of Customer. Customer represents and warrants that the Administrator and each Authorized User will be acting as Customer's agent on Customer's behalf, will be bound by this Agreement and any other agreement governing the Eligible Accounts, and is fully authorized by Customer to act based on the rights the Administrator has or delegates to an Authorized User. The Administrator and each Authorized User appointed by an Administrator will be considered to be authorized by all owners of the Eligible Accounts.

f. Representations and Warranties. Customer further represents, warrants, and agrees that: (i) Authorized User may not further delegate online authority to other persons to issue Instructions or make transactions on that Eligible Account; and (ii) Authorized User will access and use the account in accordance with the authority given by the Administrator. Each time Authorized User provides an Instruction on an Eligible Account, Customer represents and warrants to the Bank that Authorized User's action is authorized by the Administrator and the owner of the Eligible Account. If we receive conflicting Instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of Authorized User, we may at our sole discretion terminate or block access by such Authorized User, without prior notice to Authorized User, the Administrator or any owner of the Eligible Account.

e. Termination of Authorized User Authority. The authority of an Authorized User will terminate: (i) when we are notified to terminate that authority as outlined above; (ii) in the case of sole-proprietor Business Accounts, upon our receiving written notice of the death or incapacity of the owner of the Eligible Account from a court of competent jurisdiction or from a source that we consider official and reliable; or (iii) at our sole discretion if the Administrator, Customer, the owner of the Eligible Account or Authorized User breaches any provision of this Agreement.

27. Third Party Services and Websites. In connection with your use of Digital Services, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third-Party Services. You agree that the third party, and not the Bank, is responsible for the performance of the Third-Party Services.

The Digital Services may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under our control. We are not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the software or Digital Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms, privacy policies, and security

policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

28. Your Conduct and Indemnity. Except to the extent otherwise provided under the terms of this Agreement, an agreement that otherwise governs your Eligible Account, or applicable law, you agree and acknowledge that: (i) you are personally responsible for your conduct while using, and for your use of, the Digital Services, as well as for the conduct of, and use of Digital Services by, anyone you authorize to use the Digital Services or to whom you give access to your Card Data or Access Codes; (ii) you will not introduce malicious code or do anything involving Digital Services with an intent to harm; (iii) you will only use Digital Services for its intended purposes; (iv) you will not use Digital Services in any illegal activity; (v) you will not damage, disable, interrupt, overburden, or impair the Digital Services or interfere with any other party's use and enjoyment of Digital Services; (vi) you will not transmit, using Digital Services, any chain letters, "spam" messages, "phishing" messages, or messages marketing or advertising goods and services; and (vii) **you agree to defend, indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses including, but not limited to, reasonable attorney fees, arising out of or in any way connected with such use or conduct.** Your obligations under this section survive termination of this Agreement.

29. Addition of Personal Accounts to Online Banking for Business. In certain cases, an Administrator may be able to add his or her Personal Accounts to the Online Banking for Business profile. The Business Customer understands that, if Personal Accounts are added to Online Banking for Business and/or to other Digital Services intended for the Business Customer (for purposes of this sub-section generically referred to as "Online Banking for Business"), there may be an increased risk of potential loss or Damages, including improper transfers. You certify that Business Customer has adequate internal controls to mitigate the risk of inappropriate transfers between accounts, and that each owner of the Business Customer knows of and agrees to allow the inclusion of the Personal Accounts in the Online Banking for Business relationship for the Business Customer. We do not have an obligation to monitor any transfers or transactions between accounts. Before adding Personal Accounts to the Online Banking for Business relationship, the Bank may, but is not obligated to, require Business Customer to enter into further agreement(s).

When you authorize us to combine Personal Accounts and Business Accounts together in a combined Online Banking for Business relationship, you agree that anyone using the Administrator's Access Code can perform transactions and other business for any or all of the Business Customer's Business Accounts and the added Personal Account(s) (in this sub-section referred to as "Combined Access Accounts"); including transfers and payments between or from these Combined Access Accounts whether or not the transfer or payment is for an authorized purpose and even though the Combined Access Accounts may be owned by different companies or persons or the transfer or payment benefits one Combined Access Account at the expense of another, which may have a different owner. Allowing Combined Access Accounts to be accessed through the combined Online Banking for Business relationship also means that anyone using the Administrator's Access Code can perform any transaction that is permitted in this Agreement with respect to the Combined Access Accounts. In addition, if a joint account owner or other person is authorized to perform transfers or other transactions from any of the Administrator's Personal Combined Access Accounts, that owner or person will have access (via check and all other available means) to funds that may be transferred into such account from any other Combined Access Account using the Administrator's Access Code. Also, if the Administrator's Access Code is stolen or otherwise compromised, then ALL of the Combined Access Accounts are vulnerable to theft and unauthorized access. Transfers, payments, and unauthorized access through such a lost or stolen Access Code may result in the loss of any and all monies in any or all of the Combined Access Accounts.

No Bank Responsibility; Indemnity: When you authorize us to combine Personal Accounts and Business Accounts together in a combined Online Banking for Business relationship, you understand that we allow you to do this for your convenience only. By authorizing and directing us to combine Eligible Accounts together in a combined Online Banking for Business relationship, Business owners and Administrator agree that (a) the Bank is not responsible for any transactions or access permitted in accordance with this Agreement as a result of the combined Online Banking for Business relationship; and (b) the Bank is not responsible for unauthorized transactions performed by any person authorized to access any of the Combined Access Accounts (including any transfers to, from or between the Combined Access Accounts). The Administrator, Business Customer and the Business Customer's owners agree,

jointly and severally, to indemnify, protect, hold harmless and defend the Bank from and against any and all Damages, expenses, liabilities or costs (including attorney's fees and court costs), of whatever kind or nature, arising from or relating to (i) the Bank's providing Online Banking for Business services to any of the Combined Access Accounts, or (ii) allowing any Combined Access Account to be linked for access as provided in this sub-section.

Notice to Bank of Changes: Business Customer and Business Customer's owners agree to notify the Bank as provided in this Agreement of any change of owners of equity interests in the Business and of any change of Administrator.

30. Additional Miscellaneous General Items.

a. If any portion of this Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

b. Geographic Constraints and Office of Foreign Assets Control ("OFAC"). You agree that you will not use Digital Services in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the OFAC. Some transfers may not be processed, timely processed or may need to be frozen if we perceive the transfer may be in violation of United States OFAC sanction programs or other applicable laws.

c. You agree not to use Digital Services in any illegal activity.

d. If you provide us with a phone number for your Mobile Device, you are expressly consenting to receive account servicing or requested communications at that number from us and our agents. Such communications may include, but are not limited to, prerecorded or artificial voice message calls, text messages, and/or calls made by an automatic telephone dialing system.

e. We may, for any reason and in our sole discretion, decline at any time to accept or use any email address or telephone number provided to us by any person.

f. For Businesses, some other services (e.g., Remote Check Deposit using an approved desktop check scanner) may be referenced in the Digital Services portion of Website with links to sites where you may obtain further information and/or log into such other services. Such other services are not part of this Agreement and are subject to other contracts, terms and conditions.

g. Microsoft and Microsoft Excel are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. iPad is a trademark of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Android is a trademark of Google Inc. Use of this trademark is subject to Google Permissions. Adobe and Reader are registered trademarks of Adobe Systems, Inc. QuickBooks is a registered trademark of Intuit, Inc. All trademarks, service marks and trade names referenced in this material are the property of their respective owners.

h. The Bank is a Member FDIC, Equal Housing Lender, and Equal Opportunity Lender. Loans and credit lines are subject to credit approval and involve interest and other costs. Please inquire for details.

L. DIGITAL SERVICES FEE SCHEDULE

Product and service fees are available at the link below on the bank's website. Fees are subject to change without *prior notice*.

www.cbankus.com/products-and-fees/