

Online Banking Agreement Update

We've made updates to our Online Banking Agreement to strengthen security, clarify terms, and enhance your digital banking experience. Here's what's new:

- **Prohibited Payments:** The list of agreements regarding prohibited payments has been refined to ensure compliance with legal and security standards.
- **Stop/Change Payment Requests:** The process for stopping or changing payments has been clarified. We've updated language on your right as a member to stop a payment and provided clearer communication in the event a stop payment is processed.
- **Payment Limits and Insufficient Funds:** Payment limits may be adjusted. Transactions with insufficient funds may be declined, retried, or result in an overdraft.

For full details, review the Wellby Financial Online Banking Agreement below.

Wellby Financial user agreement

Wellby Online Banking Agreement, Terms and Conditions

Effective February 5, 2025

For the purposes of this Agreement, the following terms are defined and apply as follows:

Access Device means a card, code, or other means of access to a consumer's account, or any combination thereof (including username and password) that the consumer may use to initiate electronic funds transfers.

Account refers to a share account and includes, but is not limited to, accounts such as share, share draft, checking, and term share accounts.

Authorized Person is a person with authority (actual or apparent) to act or make decisions with respect to an Eligible Account or an Online Financial Service. This definition includes any person (i) who has actual or apparent authority to access, manage, administer, or transact business for an Eligible Account or an Online Financial Service, regardless of whether that person has signed a signature card or other relevant documentation or (ii)

who an owner provided online banking credentials to for an Eligible Account or Online Financial Service.

Billers is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.

Billing Account is the draft (checking) account from which all Service fees will be automatically debited.

Business refers to any person or entity other than a Consumer with an Eligible Account where an Online Financial Service is requested.

Business Day refers to Monday through Friday with the exclusion of federal banking holidays.

Consumer is a natural person (not a business or other entity) with an *Eligible Account* where an Online Financial Service is requested for personal, family, or household purposes.

Eligible Account is each Wellby product that you own or have applied for that is accessible through the Website. Eligible Accounts include share accounts, loans, and other products or accounts you have with us.

External Account is an account not held at Wellby.

External Financial Institution is an institution other than Wellby.

External Transfers are monetary transfers between your accounts held at Wellby and an *External Financial Institution*.

Funds Transfers mean all *Internal Transfers* and *External Transfers*.

Internal Transfers mean monetary transfers between your accounts held at Wellby.

Financial Management Software refers to Mint, Quicken®, and QuickBooks®, and other financial management software we may identify on the Website.

Mobile Banking Service is each of the products and services you may access through the Service using a *Mobile Device*. These products and services may be accessed through browsers and apps, for example, *Digital Wallet*. Not all Eligible Accounts are accessible through the *Mobile Banking Service*.

Mobile Device is a cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.

Online Access Management includes:

- Terms under which you are allowed to access and use the Service via the Website.
- The process used to access the Service (including required security procedures) via the Website.
- Wellby's right to change, suspend, or terminate all or part of the Service, this Agreement, or your access to the Service.

Online Financial Service includes:

- Each product or service you may access or enroll in through the Website, including the *Mobile Banking Service*. Note: not every product or service made available through *Online Banking Service* may be available through the Mobile Banking Service.
- Actions you take, and instructions you give us, through the Website about opening or maintaining *Eligible Accounts*.

Service is all Wellby Online and Wellby Mobile services, plus all the *Eligible Accounts* and *Online Financial Services* you can access via the Website after entering into this *Agreement*.

Website includes

Wellby Online, Wellby Mobile, and all other webpages maintained by Wellby and accessible through wellbyfinancial.com, secure.wellbyfinancial.com, and the Wellby Mobile app. Any other Wellby website or webpages you can access only after you or an Authorized Person enter into this Agreement.

General Online Banking Terms and Conditions

a. Agreement

In combination with other applicable Wellby agreements as described in the *Agreements* section of this disclosure, this *Agreement* represents the agreement between you and Wellby regarding the *Service*. It merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. This *Agreement* will be in effect from the date of your enrollment in the Services and at all times while you are using Online Banking or the Services. Each of the rules, terms, and conditions set forth in this *Agreement* stands alone.

Any term or condition contained in this *Agreement* that is inconsistent with the applicable laws and regulations that may govern the *Service* will be deemed to have been modified by

Wellby and applied in a manner consistent with such laws and regulations. Unless stated otherwise, if any provision of this *Agreement* is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

As used in this document, the words “we”, “our”, “Credit Union”, “Wellby”, and “us” mean the financial institution, *Wellby Financial*, and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account. However, this *Agreement* does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability.

This *Agreement* is between each owner of an *Eligible Account*, a person applying for an *Eligible Account*, or authorized representative appointed or entitled to online access on another person’s behalf and Wellby. This *Agreement* governs your use of any online or mobile banking services maintained by Wellby and accessible through wellbyfinancial.com and secure.wellbyfinancial.com using a personal computer or a mobile device, including a smartphone, tablet, or any other eligible handheld or wearable communication device. Please note that some of the Services may not be available when using certain digital devices or applications. For example, some functions may be available online through a personal computer, but not available through our mobile app.

b. Accepting the Agreement

Under the terms of this *Agreement*, you may use *the Services* to obtain financial products and services, access, and view account information, and, for certain accounts, move money electronically and perform authorized transactions. Use of *the Services* is expressly conditioned on your acceptance of this *Agreement*, and when you use, or permit Authorized Persons to use *the Services*, you agree to be bound by the terms of this *Agreement*. By using *the Services*, you acknowledge that you have read, understand, and agree to abide by the terms and conditions of this *Agreement*. If you decide not to agree to the terms and conditions discussed herein, you may not use *the Services*.

Your use of *the Services* may also be affected by your *Membership Account Agreement* and *Disclosures*, including the applicable *Schedule of Fees*, or other agreement with us for your linked Wellby accounts. The terms and conditions for those disclosures, including any applicable fees, transaction limitations, liability rules and other restrictions that might impact your use of an account with *the Services*, are incorporated into this *Agreement*. In the event of a conflict between the terms of those disclosures and this *Agreement*, the

terms of the applicable account agreement will prevail unless this *Agreement* specifically states otherwise.

c. Changes to Agreement

Except as otherwise required by law, Wellby may in our sole discretion add, delete, or change the terms of this *Agreement* at any time. We'll inform you of changes to the *Agreement* when legally required to do so, and we'll notify you of material changes even when we are not legally required to do so. We will communicate such changes by updating this *Agreement* on our Website, and may also communicate such changes by email, mail, and/or providing notice of change on our website. You or your Authorized Representative's continued use of *the Service* after the effective date of any updated terms of the *Agreement* are posted on our website is an agreement by you to any such change to the *Agreement*. Except as otherwise required by law, any change to this *Agreement* applies only to transactions that occur, or claims that arise, after the change becomes effective. Changes to fees or specific terms for *Eligible Accounts* are governed by the corresponding specific agreement governing that *Eligible Account*.

d. Governing Law

Each of your *Eligible Accounts* and *Online Financial Services* will continue to be read and interpreted according to the laws described in the agreements that you have with us regarding those *Eligible Accounts* or *Online Financial Services* (for example, your share account agreement or your credit card agreement with us). This *Agreement* shall be governed by the [Federal Credit Union Act](#), the Rules and Regulations of the [National Credit Union Administration](#), the Credit Union's Bylaws, and solely to the extent not pre-empted by federal law, the laws of the State of Texas.

Subject to applicable law, you consent and submit to personal jurisdiction in the State of Texas. In any legal action or claim regarding this *Agreement*, the prevailing party will be entitled to recover costs and reasonable attorney's fees.

e. Assignment

We may assign our interest in this *Agreement* to Wellby Financial (Wellby), its successors, or to any now existing or future direct or indirect subsidiary. However, you, the consumer, may not assign or transfer this *Agreement*. Wellby may also assign or delegate certain of our rights and responsibilities under this *Agreement* to independent contractors or other third parties.

f. Waiver

We may agree in writing (or otherwise) to waive a provision of this *Agreement*, including a fee (a “Waiver”). We may revoke any Waiver.

g. Failure to Act

Our failure to act with respect to a breach of the *Agreement* by you or others doesn’t waive Wellby’s right to act with respect to subsequent or similar breaches.

h. Headings

The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed, so the singular includes the plural, and the plural includes the singular.

Services

a. Description

The "Services" means all information, materials, content, communications, features, products, services, methods of conducting transactions, and transactions available, offered, made, obtained or otherwise provided or used (as applicable) on or through the Online Banking site, including, but not limited to, the ability to (a) transfer funds between certain accounts; (b) make bill payments through our [Online Bill Pay](#) service and schedule other payments to certain of your accounts; (c) make mobile check deposits; (d) view account balances and certain other account information for various Wellby accounts that you may have (including, without limitation, share accounts, loan accounts, and credit card accounts); (e) obtain transaction information on certain of your accounts; (f) download certain account transactions to your computer; (g) update your address; (h) view online statements and tax forms; (i) view messages; (j) view online check images; and/or (k) re-order checks for checking account(s). These features are limited to the extent, and subject to the terms, noted herein and in any additional agreements that apply to you. *The Services* shall also be deemed to include any portion of the Online Banking site and any software used to operate *the Services*. Subject to all terms hereof, you may use *the Services* seven days a week, twenty-four hours a day, except for any scheduled or unscheduled interruptions in *the Services* for maintenance, security, or any other reasons, as further described below.

Certain features, information, types of transactions, or other services available while using *the Services* are only available for certain Wellby accounts and may not be available when accessing *the Services* via mobile device or for all of your Wellby accounts. For certain of your accounts, you may be able to hyperlink from the Online Banking Site to another site

relating to such accounts, where you may be able to access features, information, transactions, or other services pertaining to those accounts that you cannot access directly on the Online Banking site (and that thus are not deemed a part of *the Services*).

b. Authority You Grant Wellby and Its Service Providers

Wellby is offering you Online Banking through one or more Service Providers that we have engaged to render some or all of *the Services* to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of *the Service* to you, we are the sole party liable to you for any payments or transfers conducted using *the Service* and we are solely responsible to you and any third party for the regulatory responsibility that extends with the Service. You agree that we have the right under this *Agreement* to delegate to Service Providers all of the rights and performance obligations that we have under this *Agreement*, and that the Service Providers will be third party beneficiaries of this *Agreement* and will be entitled to all the rights and protections that this *Agreement* provides to us.

By enrolling in Online Banking, you authorize Wellby and its Service Providers to process transactions and instructions and to post transactions to your account(s) as directed. You further authorize Wellby to make automatic recurring payments in such manner as you direct.

Wellby's receipt of your bill payment instructions authorizes us, or our Service Providers, to debit or charge (or if the payment account is with another financial institution, request that such institution debit) your payment account, and to remit (or request that such financial institution remit) funds on your behalf.

Access

a. Accessing Accounts

To enroll in Online Banking, you will need your Social Security or Tax Identification Number, Member number, email address and Phone Number unless otherwise expressly agreed by the Credit Union. You must also have opened at least one of the following accounts under your member number: a checking, savings, money market, CD, IRA or other share account, or an installment loan, line of credit or other loan account, offered by Wellby.

You authorize Wellby to provide access to your *Eligible Accounts* and *Online Financial Services* through *the Service*. You may access your *Eligible Accounts* and Online Financial Services through the Website to obtain information and perform transactions authorized on the Website. To access your *Eligible Accounts* and *Online Financial Services* through the Website, you need a username, a password and required hardware and software.

To complete your enrollment in *the Service*, you will be required to validate your email address. Additionally, you are required to maintain an email address that is continuously operational to receive email communications from us in order to continue to access your *Eligible Accounts* and *Online Financial Services* through the Website. You must provide all computer, telephone and other equipment, software (other than any software provided by us) and services you need to access the Service. You also must comply with any other security procedures we may establish. When using the [Mobile Banking Service](#), you may generally access certain *Eligible Accounts* through the mobile browser or our mobile apps or get certain information through text messaging or push notification on a *Mobile Device*. In order to do so, you must provide us with (and maintain) a valid mobile phone number, which you are the owner of or have the delegated legal authority to act on behalf of the mobile subscriber.

You also must be the primary account holder on at least one open account that is not restricted for fraud or national security reasons (such accounts may be referred to as *Eligible Accounts*). If you have requested that your account be closed, but you still have a balance, or your account is in collections, under suspicion of fraud, or has any other reason for restricted status, you may still have access to Online Banking, but you may not be able to perform certain functions on your account such as, request a balance transfer.

By enrolling to use Online Banking, you certify that you (a) are 18 or older; (b) are a United States resident; (c) are legally capable of entering into contracts; and (d) have and will only register Payment Account(s) in your name or the name of a business on which you are an account holder or Authorized User. You agree that some or all of the registration information you provide may be subject to verification by Wellby at any time.

If enrolling to use Online Banking for a Business, you also represent and warrant that (a) you have authority to enter into this *Agreement* on behalf of the Business and yourself; (b) you have authority to provide all required or requested authorizations to us on behalf of both yourself and the Business; and (c) you will use the Payment Account(s) consistent with your obligations to and agreements with the Business.

b. Owners and Other Authorized Persons

If an *Eligible Account* is owned by more than one person (joint account) or has an Authorized Signer or other Authorized Person(s), each person may provide us with instructions (written, electronic, or verbal); make any decision; obtain any information; or make any request associated with the *Eligible Account* and related *Online Financial Services*, to the extent allowed by agreements covering the *Eligible Account*.

Each owner of an *Eligible Account*, Authorized Signer, or other Authorized Person(s) will need to individually enroll in *the Service* to access it and will each need a unique password and username. An Authorized Signer or other Authorized Person's transactions are considered authorized, unless (a) you tell us that they are no longer authorized as an Authorized Signer or other Authorized Person(s), and (b) we have had reasonable opportunity to act on your notification (unless otherwise provided by law or regulation). For more details, please see the agreements for your *Eligible Accounts* and *Online Financial Services*.

When you first set up your Online/Mobile ID, we will link all your eligible Wellby accounts, including joint accounts. If you open an additional eligible account at a later date, we will link your new account to *the Service(s)* unless you tell us not to do so. When your Service is linked to one or more joint accounts, we may act on the verbal, written, or electronic instructions of any authorized signer.

You acknowledge and agree that:

- Each of your Owners and Authorized Persons will be acting as your agent and will be bound by this Agreement and any separate agreement governing the *Eligible Account* or *Online Financial Service*.
- We may rely and act on the instructions of any Owner or Authorized Person.
- All transactions that an Owner or Authorized Person performs on an *Eligible Account* or *Online Financial Service*, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions.
- You are solely responsible for supervising all of your Owner(s) or Authorized Person(s), and monitoring the actions they take on your behalf, whether or not we provide Delegate Tools for managing their authority.
- You will be responsible for ensuring each Owner or Authorized Person maintains the confidentiality of that person's username, password, or other login identification.
- Each Owner or Authorized Person will access and use each *Eligible Account* and *Online Financial Service*, in accordance with the authority given.
- Each time an Owner or Authorized Person accesses, views, or transacts on an *Eligible Account* or *Online Financial Service*, you represent and warrant to us that you authorize the Owner's or Authorized Person's action.
- If we get conflicting instructions, if we believe that an *Eligible Account's* security or our security may be at risk as a result of an Owner or Authorized Person(s), or if the Owner or

Authorized Person(s) violates any part of this *Agreement*, we may at our sole discretion end the Owner's or Authorized Person's access to

- The Service
- An Eligible Account
- An Online Financial Service
- Signature Requirement Waiver

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic transfers. This means that you're allowing any Authorized Person on your *Eligible Account* to individually make electronic transfers, even though his/her authority to transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

c. Account Display

Wellby credit cards currently accessed under different usernames may not be linked. Accounts which are in restricted status for reasons such as fraud, national security, or collections may not be able to be accessed through Online Banking for some or all activities such as viewing account information or conducting payments or other transactions.

Your online banking profile will automatically link and display only summary information about your credit card, auto loan, mortgage, and investment accounts. To get any other information or conduct any activity on these account types, you must access the specific account servicing area for that account.

All "linked" bank accounts (whether linked automatically or separately by you) will appear in your online banking profile on the Online Banking Site, and you will be able to view at least certain summary information for all such accounts. As set forth above, certain features, information, types of transactions or other services available while using *the Services* may not be available for all of your linked accounts. Any non-linked account will not be accessible through *the Services*.

d. Linked Non-Credit and Credit Union Accounts

Your online banking profile will automatically link and display only summary information about your mortgage. To get any other information or conduct any activity on your mortgage account, you must access that account's specific account servicing area.

All "linked" Accounts (whether linked automatically or separately by you) will appear in your online banking profile on the Online Banking Site, and you will be able to view at least certain summary information for all such accounts. As set forth above, certain features, information, types of transactions or other services available while using *the Services* may not be available for all of your linked accounts. Any non-linked account will not be accessible through *the Services*.

e. Third Party Access

If you share your login credentials with a third party, even a third party with whom you share an account, they will have access to view all of your linked accounts, even individual accounts that are not shared with you. As long as you maintain your unique log in credentials, you will have access to view all of your individual accounts and shared accounts. People with whom you share accounts will only be able to view accounts that are shared with you, not your individual accounts.

f. Availability and Unavailability of Service

The Service is generally available for your use 7 days a week, 24 hours a day. However, we may from time to time perform maintenance to *the Services* or experience hardware, software, or other problems related to *the Services*, resulting in interrupted service, delays, or errors in *the Services*. We will attempt to provide prior notice of such interruptions, delays, or errors but cannot guarantee that such notice will be provided.

g. Terminating Online Access

You may continue to access *the Services* until your access is terminated by you or us. Unless otherwise required by applicable law or regulation, either you, or Wellby can terminate this *Agreement* and/or your access to any *Eligible Account* or *Online Financial Service* through *the Service*, in whole or in part, at any time and for any reason. For your security, if your online access has been terminated, you may be required to re-enroll.

We reserve the right to terminate your access to *the Services* if you do not access *the Services* and there has been no activity on any of your accounts through *the Services* (such as an automatic bill payment) for any consecutive 120-day period, and there is no such activity pending as of the end of such 120-day period.

If you close your account, you may no longer be able to access Online Banking or *the Services*. However, cancellation of your access to Online Banking will not terminate any Accounts you access via Online Banking. Depending on the type of transaction, termination of your access to *the Services* may result in cancellation of any applicable account transactions you have previously authorized. Accordingly, you should monitor your

accounts after termination to confirm whether transactions have been made. Additionally, if you do not want a transaction to take place after your access has terminated, you should cancel the transactions prior to termination.

We will try to notify you in advance of any termination but are not required to do so. We also may terminate access upon proper notification of death. If you violate any terms of this *Agreement* (including non-payment of fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your *Eligible Accounts* and *Online Financial Services*. We are not required to reinstate or re-activate your access. If you close all your *Eligible Accounts*, terminate your *Online Financial Services*, or withdraw from *the Service*, we may suspend or terminate your access without prior notification. We are not required to reinstate or re-activate your access. If reinstated, the then-current terms of this *Agreement* will control.

If you want to remove online access for an *Eligible Account*, you can do so through *the Service* or call us at 281-488-7070.

Electronic Funds Transfers

a. Timing (General)

Unless the Website or our other agreements with you say otherwise, electronic funds transfers completed through *the Service* before the transfer cut-off time on a *Business Day* will be posted to your *Eligible Account* the same day. Some loan payments may take up to three *Business Days* to process but will post as of the *Business Day* the transaction was made. All transfers completed after the transfer cut-off time on a *Business Day*, or on a day that is not a *Business Day*, will be posted on the next *Business Day*. Please note that electronic funds transfers:

- Between financial institutions will be processed, completed, and posted by the other institution following its own rules.
- To and from brokerage accounts may have different transfer cut-off times or posting times.
- Initiated through the Service for person-to-person payments may have different transfer cut-off or posting times

b. Applicability

The provisions in this Section apply only to electronic funds transfers (EFTs) that debit or credit a Consumer's checking, savings, or other asset account and are subject to Regulation E, which implements the federal [Electronic Funds Transfer Act](#). When

applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this *Agreement* but defined in Regulation E will have the meaning given in Regulation E.

c. In Case of Errors or Questions About Your Electronic Transfers

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. To notify us, you can log on to your Online or Mobile Banking and send us a secure message, telephone us at 281-488-7070, or write us at Wellby, P.O. Box 58346, Houston, TX 77258.

The following section applies only to consumer accounts: We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. In your notification to us, please include the following:

- Tell us your name and Account number (if any)
- Describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us verbally, we require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after hearing from you and promptly correct any error. If we need more time, however, we may take up to forty-five (45) days (up to ninety (90) days for those transactions at merchant POS terminals, processed on a new account, or initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error so that you will have full use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the above time periods.

For errors involving new accounts (an account where the first deposit to the Account occurs less than 30 days before the error), we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results of the investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a

written explanation. You may ask for copies of the documents that we used in our investigation.

The following section applies only to commercial accounts: If you are a business or other entity that is not a natural person, the above-referenced procedures do not apply to any accounts held by you. If you believe that an unauthorized transaction has occurred, we must hear from you within twenty-four (24) hours of the time the transaction is posted to your Account. We will require you to submit an *Affidavit of Unauthorized Activity* in connection with any such transaction immediately thereafter.

d. Your Liability for Unauthorized Transfers

If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, notify us immediately. If you do not tell us in writing within sixty (60) days after the statement was mailed to you, you may not get any money back you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. We may extend this time-period if you were not able to make a timely claim because of extraordinary circumstances. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call 281-488-7070, notify us by secure message from Online or Mobile Banking, or write us at Wellby, P.O. Box 58346, Houston, TX 77258.

e. Preauthorized (Recurring) Payments

Right to Stop Payment: you can stop recurring payments. Here's how:

Call 281-488-7070, notify us by secure message from Online or Mobile Banking, or visit a branch office in time for us to receive your request three (3) business days or more before the payment is scheduled. If you call, we require you to put your request in writing and submit it to us within 14 days after the verbal request. Stop payment fees may apply. Please refer to the account agreement governing your *Eligible Account(s)* for more information.

Notice of varying amounts: If the amount of these regular (recurring) payments varies, the party you are going to pay should tell you 10 days before each payment when it will be

made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment: If you request a stop payment three (3) business days or more before the scheduled payment date, and we fail to stop payment as requested, our liability, if any, will be limited to the amount of the payment.

You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our action in stopping payment of any item pursuant to your request.

f. Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, our liability, if any, will be limited to the amount of the transfer. Exceptions where we are not liable include:

- Through no fault of ours, you do not have enough money in your account to make the transfer,
- The transfer would go over the credit limit on a credit account linked for overdraft protection,
- *The Service* was not working properly; service issues due to systematic failure occurred at the start of the transfer,
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, or
- There is some other exception stated in any of our agreements with you.

Online Bill Pay

a. General Description

Wellby members may use Bill Pay to make payments to companies or individuals ("Payees"). Bill Pay is intended for your use only to pay bills and invoices, and not for any other purpose. Using Bill Pay to process payments on behalf of someone other than an Owner is prohibited and will be grounds for termination of Bill Pay and your access to the

Service. We may use non-affiliated third parties acting on our behalf to process Bill Pay payments. These third-party processors must adhere to Wellby's strict security and privacy-protection standards.

You may activate your bill payment service and begin paying bills immediately. If members activate Bill Pay and do not pay bills online for three (3) months or more, they will be unenrolled without penalty. They may enroll at a future time. If Wellby terminates your use of Bill Pay, your online bill payment information will be lost, and all pending payments will be cancelled and are your sole responsibility.

You authorize us to make payments in the manner we select from the following methods:

- Electronic transmission. Most payments are made by electronic transmission.
- Corporate check – This is a check drawn on our account or the account of our vendor. If a Payee on a corporate check fails to negotiate the check within ninety (90) days, we will stop payment on the check and re-credit your account for the payment. If a corporate check is returned to you prior to the end of the ninety (90) day period, please inform us immediately so that we can stop payment on the check and re-credit your account.
- Personal check – This is a check drawn on your account when it is presented for payment.

For certain providers, you may have to provide additional identification information to see the bill detail information from our Website, or you may have to visit your provider's site directly to see bill detail information.

You may pay any payee approved by us in the continental United States, Alaska, and Hawaii, and the following United States Territories: Guam, Puerto Rico, and the Virgin Islands. Payments to a person or business with an APO or FPO address will be made via paper check.

Any obligations that you wish to pay through Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using *the Service*.

If you give us the name and address of a payee, or an image of a payee bill or invoice, you authorize us to follow your payment instructions regarding that payee. In some cases, we may submit payments to the best-known payee's name or address. Bill Pay payments sent via paper check with varying payee names may be combined in one envelope if those payments have the same mailing address, and the payee has not registered their full/unique mailing address with the USPS, including their secondary address designation, e.g., Suite, Room, Floor, Dept., Building, or Unit. If we need to, we'll change or reformat

your payee account number to match the account number or format required by your payee for electronic payment processing and eBill activation.

Wellby is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

b. Prohibited Payments

You agree not to use or attempt to use *the Service* to: (a) engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) breach any contract or agreement by which you are bound within this *Agreement* (c) engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) engage in any activity or business that would result in you being or becoming a Money Service Business (MSB) as defined in Bank Secrecy Act and its implementing regulations, or (e) engage in any transaction or activity that is not specifically authorized and permitted by this *Agreement*. You acknowledge and agree that Wellby Financial has no obligation to monitor your use of *the Service* for transactions and activity that are impermissible or prohibited under the terms of *this Agreement*; provided, however, that we reserve the right to decline to execute any transaction or activity that Wellby believes violates the terms of this *Agreement*. Payments to or from persons or entities located outside of the United States, or its territories are prohibited through *the Service*.

In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of *Prohibited Payments*. All research and resolution for any misapplied, mis-posted, or misdirected *Prohibited Payments* will be your sole responsibility and not that of Wellby Financial.

c. Scheduling Payments

You can arrange, at your option, for the payment of your current, future, and automatic (recurring) bills from any linked account. Please note that these accounts, called "Funding Accounts," have certain payment limits which may be increased or decreased at any time by Wellby. Joint account holders may use the same account as their Funding Account for their individual use of Bill Pay.

When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment, you must schedule payments, and your account must be in good standing and have sufficient available funds in the designated share account to cover the payment, at least five (5) business days before the payment due date, NOT the date after which late payment fees may be assessed.

If an account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, which may involve one or more attempts on subsequent business days, it may cause an overdraft in your account, in which case you shall be fully responsible for the overdraft and any overdraft fees, as set forth in the *Wellby Fee Schedule*, as well as all late fees, interest charges or other action taken by the Payee.

If we receive a bill payment drawn against your funding account and there are insufficient available funds in that account to cover the payment, we may at our sole discretion:

- Cover the payment by transferring available credit or funds from an account you have linked for Overdraft Protection, or
- Pay the bill payment and create an overdraft on your account, or
- Decline the bill payment, or
- Re-attempt the bill payment the following Business Day (until this second attempt is completed, the payment is pending and cannot be cancelled).

d. Stop/Change Payment

You have the right to stop or change any scheduled bill payment, if you: (a) do so within the Bill Pay secure online session or by calling Wellby at 281-488-7070, and (b) have submitted your request in time to provide us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your bill. See Bill Pay Payment Guarantee for further information.

Note, stop payment requests aren't guaranteed: for example, payees can present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been cashed by the payee or credited to the payee's account it cannot be stopped. If we successfully stop the payment of a paper check, it may take up to seven business days for the funds to be credited back to your account.

e. Termination

Wellby may terminate your access to Bill Pay without prior notice:

- If you use or we suspect you have used Bill Pay for other illegal, fraudulent, or unauthorized purposes.
- If you close your funding account, and do not designate a new checking account in a timely manner
- For *Eligible Accounts* that are in default or subject to an automatic stay in bankruptcy.

- Upon the death of an owner.
- If you are not a "Member in Good Standing" as defined in the *Membership Account Agreement and Disclosure*.

f. E-Bills

E-Bills is a feature of the Bill Pay Service that enables you to receive bills electronically from participating Payees. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements.

- Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in *the Service* as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. *The Service* may then present you with electronic bills from that Biller if either: (a) you affirmatively elect online within *the Service* to receive electronic bills from the Biller, or (b) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within *the Service* to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. *The Service* does not include an option to prevent ever participating in the automatic trial electronic bill feature. When you elect to receive electronic bills from a Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
- Information held by the Biller. We are unable to update or change personal information held by the Biller (such as name, address, phone numbers and email addresses). If you need to make any changes, you must contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You

also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

- **Activation.** We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- **Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within *the Service*, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to *the Service* and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

- Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.
- This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

g. Fees

There are no monthly service fees for Bill Pay.

h. Conflicts Between Sections

If Section 5 conflicts with any other provisions of this Agreement, Section 5 governs with respect to Bill Pay.

i. Additional Provisions (Business Accounts Only)

The provisions in this Section apply only to bill payments from Business accounts. For payment requests from Business accounts, which are subject to Article 4A of the Uniform Commercial Code (“UCC 4A”), we’re liable only for damages required to be paid under UCC 4A. We’ll never be liable for any exemplary, special, indirect, or consequential loss, damage, costs, or expense of any nature, including lost profits, except as may be required by law or regulation. You agree that the security procedures required by us under this *Agreement* set forth security procedures for electronic funds transfer that are commercially reasonable.

Mobile Deposit Service

a. Description

The *Mobile Deposit Service* allows you to make a deposit directly into your *Eligible Account* using the Wellby Mobile app. *Mobile Deposit Service* allows you to submit photos of the front and back of your endorsed, eligible check, which you authorize us to then process. Download the Wellby Mobile app on an eligible mobile device. Availability of the *Mobile Deposit Service* may be affected by your mobile carrier’s coverage area. Some accounts are not eligible for mobile deposit. We set limits on the amount you can deposit via our *Mobile Deposit Service*, which will be shown for each *Eligible Account*. Mobile deposit limits may differ for each *Eligible Account*. You must comply with any restrictions or dollar limits on the *Mobile Deposit Service* as we may communicate to you from time to time.

b. Fees

There currently are no fees to use the *Mobile Deposit Service*. We reserve the right to charge a fee for use of the *Mobile Deposit Service*. We will inform you of any future fees to use the *Mobile Deposit Service* when legally required to do so, and we'll try to notify you of material changes as soon as possible even when we are not legally required to do so. Note that your mobile carrier's message and data rates may apply.

c. Types of Checks Eligible for the *Mobile Deposit Service*, and Other Requirements

You can deposit checks payable in U.S. dollars and drawn at any U.S. bank, including personal, business, and most government checks. Only checks, money orders, cashier's checks, or American Express traveler's checks, drawn on or payable at or through a U.S. bank, can be transmitted through the *Mobile Deposit Service*. Checks must be payable to, and endorsed by, the account owner for the *Eligible Account*, as follows: before check photos are taken, the back of the check must be signed with "For Mobile Deposit at Wellby Only" written below your signature (or if available, check the box that reads: "Check here if mobile deposit"). Checks and other items that are NOT eligible for the *Mobile Deposit Service* include: international checks, U.S. savings bonds, U.S. postal money orders, remotely created checks (whether in paper form or electronically created), electronically created items (items created electronically and not derived from a paper check), convenience checks (checks drawn against a line of credit), non-American Express traveler's checks, cash, checks that are illegible or contain MICR data that is not machine-readable, and duplicate checks.

d. After depositing your check using mobile deposit, you must:

- Write "mobile deposit" and the date on the front of your check. The date should be the month, day, and year of your deposit; and
- Securely store your check for 30 days after your deposit and then destroy it. This allows sufficient time in case the original check is required for any reason.

You are prohibited from duplicate scanning, negotiating, and/or depositing the same original paper checks.

You must also ensure that the checks have not been altered, and that the photos sent via the *Mobile Deposit Service* are an accurate depiction of the front and back of the original check to be deposited. You are responsible for any numerical errors on deposit data entry.

e. Mobile Deposit Funds Availability

Subject to the conditions for eligibility, checks are deemed accepted for deposit on the business day that we process the check, as long as the check is deposited prior to the cut-off time.

Some checks can take longer to process, so we may need to hold some or all of the deposit for a little longer. You will receive confirmation that your deposit was accepted. Please see your *Membership and Account Agreement* for further information.

You will know that your deposit is available when the amount appears online in the available balance of the *Eligible Account* you selected when you submitted your mobile deposit. This balance may not reflect all of your transactions, such as checks you have written or debit card transactions that have been approved but not yet submitted for payment by the merchant.

f. Termination

We may terminate the *Mobile Deposit Service* at any time. You may stop using the *Mobile Deposit Service* at any time. However, any image transmitted through the *Mobile Deposit Service* shall be subject to *this Agreement*.

Bank-to-Bank Transfers and Transfers Between Your Wellby Accounts

a. General Description

Bank-to-Bank transfers and transfers between your Wellby accounts (“Transfer Service”) lets you transfer funds:

- Between your Wellby accounts;
- From your Wellby checking and/or savings accounts to your accounts at other United States financial institutions (“Financial Institutions”).
- From your accounts at other United States Financial Institutions to your Wellby checking and/or savings accounts and to make payments to your Wellby loan accounts

If your Wellby Accounts and/or Service are terminated for any reason, you will have no further right or access to use the Transfer Service.

Your ability to transfer funds from certain accounts is limited by federal law. You should refer to the *Membership Account Agreement and Disclosure*, which governs your share account, a copy of which is available online or by calling us at 281-488-7070 for these legal restrictions and the service charges and penalties for excessive withdrawals or transfers. Transfers made using the Services are included in calculating the permissible number of transfers from certain accounts described in your *Membership Agreement*.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer, between certain accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction; provided, however, that notification

is not required if you attempt to make transfers that are prohibited under this *Agreement*, any Additional Agreement, other Wellby agreements affecting the terms of your account(s), or federal or state laws.

Except as provided in this *Agreement*, all Internal Transfer instructions received before 11:59 p.m. Eastern Time will be posted to your account the same business day. All Internal Transfer instructions received on or after 11:59 p.m. Eastern Time will be posted the next business day.

b. Information Authorization for External Accounts

We may verify the external accounts that you add to the Transfer Service. You authorize us to validate the external accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments is credited to and debited from your external account. Once the test transfer is complete, we may ask you to access this external account to tell us the amount of the test credit or debit or any additional information reported by your Financial Institution with this test transfer. We may also verify external accounts by requiring you to submit proof of ownership of such Account(s).

c. Accounts

By using the Transfer Service, you represent and warrant to us that:

- You own or are an Authorized Signer on the Account held with us and at the external Financial Institution;
- Your Account at the external Financial Institution is a United States account;
- Your Account and applicable law permit transfers;
- You have the right to authorize and permit us to access your Accounts to complete such funds transfers or for any other purpose authorized by this Section;
- By disclosing to us and authorizing us to use Account information and complete the transfer you are not violating any third party rights; and
- Information you provide to us is true, current, accurate, and complete.

You authorize and permit us to use information you submit to make transfers and to configure the Transfer Service to be compatible with the Accounts.

At all times your relationship with each non-external Financial Institution is independent of Wellby and your use of the Transfer Service. We will not be responsible for any acts or omissions by the external Financial Institution, including any modification, interruption, or discontinuance of any Account by such Financial Institution or by any other third party, or

any fees (including overdraft) that the external Financial Institution may charge you during the validation process described in Section 6(b) above.

Not all types of accounts are eligible for Transfer Service. We may decline the use of any Account that we believe may present a risk to you and/or us. Be sure to check with your Financial Institution for restrictions regarding transfers among your retirement (401(k), IRA, etc.), savings, trusts, loans, custodial, business, corporate, and other account types.

d. Transfer Types and Limitations

Types of Transfers: We may add new features to the Transfer Service, including a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline a funds transfer that we believe may violate applicable law or regulation.

Frequency of Transfers: We do not limit the number of funds transfers you may make; however, the account agreement for the relevant Account may provide transfer limits. For security and risk management reasons we may modify the limit, the frequency, and the dollar amount of transfers you can make using our Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of Wellby.

Dollar Amount of Transfers: You may not make funds transfers in excess of dollar limits for the Transfer Service. We reserve the right to change the dollar amount of funds transfers you are permitted to make using our Transfer Service.

Funds Transfer Limitation:

Different limits may be assigned on a case-by-case basis. These limits do not apply to internal transfers between accounts opened by Wellby and its affiliates, bill pay transfers, or pre-authorized third-party payments.

Type Account to Account External Transfers

Limit and Frequency \$5000/day \$1000/transfer or \$2000/day

If your use of the Transfer Service has been suspended and reinstated as provided below (see the *Suspension, Reinstatement, and Termination* section), you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Transfers Subject to the Rules of the Accounts: All funds transfers are subject to the rules, laws, and regulations governing the relevant Accounts. You may not initiate any funds transfers from or to an Account that are not allowed under the rules, laws, or regulations

applicable to such Account including rules, laws, or regulations designed to prevent the transfer of funds in violation of the Office of Foreign Asset Control (OFAC) regulations.

Failure or Rejection of Transfers: Upon learning that the funds transfer could not be completed, we may, but are not required to, make a reasonable effort to complete the transfer again. If the funds transfer fails, we will notify you to contact your external Financial Institution to learn more about the failure.

Wellby reserves the right to decline: (i) any funds transfer, (ii) to submit funds transfer instructions or orders, or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the external accounts to make any funds transfer you request that we make on your behalf through the Transfer Service. If we receive a transfer request against your Account and there are not enough available funds in your Account to cover the transfer, we may at our sole discretion:

- Cover the transfer in accordance with the terms of any written overdraft protection plan that you and we have established;
- Cover the transfer and create an overdraft to your Account; or
- Decline the transfer.

We may make this decision regardless of whether we may have previously honored or dishonored overdrafts. Fees may vary depending on the action we take. Any negative balance on an Account with Wellby is immediately due and payable, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees).

Your Right to Cancel a Transfer: Payments that are in process cannot be cancelled or stopped. When the Transfer Service offers recurring and/or future one-time transfers, you may cancel any transfer as long as we receive the request before the process date of the one-time transfer or the next scheduled recurring transfer. For recurring transfers, you may cancel only the next scheduled transfer or the entire recurring transfer schedule. After the entire recurring transfer schedule is cancelled, all future transfers will be cancelled, and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer Service or by contacting us at 281-488-7070.

e. Authorization

You agree that your transfer instructions are the authorization for us to complete the funds transfer. You authorize us to select any means to execute your funds transfer instructions, such as the Automated Clearing House (ACH) or check. You will be bound by the rules, laws, and regulations that govern the applicable funds transfer systems, such as ACH rules as published by the National Automated Clearinghouse Association (NACHA), or Article 4A of the Uniform Commercial Code.

We will make all reasonable efforts to process your transfer requests in a timely manner; however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. For Wellby Accounts, any dividends earned on such funds during the hold period will remain the property of Wellby.

To complete your funds transfer we may utilize ACH transfers, which will result in a debit to one of your Accounts and a credit to another of your Accounts. All Wellby ACH transfers go through a Wellby transfer account. For ACH debit entries (which debit your other Account and credit your Wellby Account), Wellby may hold funds for 2 – 3 business days to make sure that the item will not be returned unpaid before we credit your Account.

If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and for any returned item fee.

f. Transfer Service Charges

There are no service fees for Transfers.

g. Suspension, Reinstatement, and Termination

Without limiting any other right or remedy that we may have under this *Agreement* or otherwise, we reserve the right to suspend your right to use the Transfer Service, immediately and without prior notice to you, if we incur a problem with your use of the Transfer Service. We may do so if, for example, there is a failure in attempting to debit any of your Accounts or to collect any of your funds transfers as described above. You understand and agree that such action is reasonable for us to take in order to protect Wellby from loss. In the event of such suspension, you may request reinstatement of your service by contacting us at 281-488-7070.

In our sole discretion, we may grant or deny reinstatement of your use of the Transfer Service. If we agree to reinstate you, we may initially reinstate your Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions. Based

upon your subsequent usage of the Transfer Service, we may restore your ability to complete transfers subject to such higher limits as may then be in effect.

Subject to applicable law or regulation, we may terminate your right to use the Transfer Service at any time and for any reason, including if in our sole judgment we believe you:

- Engaged in conduct or activities that violate any of the terms of this *Agreement* or our rights; or
- Provided us with false or misleading information; or
- Interfered with other users or the administration of the Transfer Services.

h. Account Number Policy

If the instructions for a transfer under the Transfer Service identify a bank or beneficiary by name and account number, we or the relevant Financial Institution may execute those instructions by reference to the account number only, even if the account number does not correspond to the name. You agree that neither we nor the relevant Financial Institution will have responsibility to investigate discrepancies between names and account numbers.

i. Your Responsibility for Errors

We must rely on the information you provided, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you or your Authorized Representative, to submit funds transfer instructions on your behalf.

Financial Institutions receiving the funds transfer instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. If you or your Owners or Authorized Person(s) provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of Financial Institutions holding the External Account, unless otherwise required by law or regulation. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays, or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a

Financial Institution for such errors, delays, or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made.

Please see Section 4 in this *Agreement* for terms and conditions that apply to electronic funds transfers that debit or credit a consumer checking, savings, or other asset account and are subject to Regulation E.

j. Our Liability

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

We are not liable for any costs, fees, losses or indirect, special, or consequential damages of any kind incurred as a result of:

- Our debit and/or credit or inability to debit and/or credit the accounts in accordance with your funds transfer instructions; or
- Inaccuracy, incompleteness, or misinformation contained in the information retrieved on the accounts; or
- Charges imposed by any External Financial Institution or by applicable law or regulation; or
- Funds transfer limitations set by the External Financial Institutions or applicable law or regulation; or
- Not enough money in your Account to make the funds transfer; or
- Transfers exceeding the credit limit on any applicable overdraft line; or
- System failures at an External Financial Institution and we are unable to complete the transfer; or
- Third party causes, including your External Financial Institution.

k. Security

Security Procedures: The Financial Institution at which your account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. In connection with the Transfer Service, we may provide to

that Financial Institution such information as may be required to verify the instructions, and the verification may constitute a valid security procedure under the rules governing that Account.

Deviating from Security Procedures: You permit us to authorize your external Financial Institution to accept funds and transfer instructions in accordance with any authorization procedures you and such Financial Institution have agreed upon, or that we, on your behalf, and such Financial Institution have agreed upon, without verifying the instructions under the established security procedures, regardless of whether you agreed to the security procedures, or we agreed on your behalf. In addition, we may authorize such Financial Institutions to charge and debit your Accounts based solely on these communications.

Additional Provisions for *Business Accounts*: The provisions in this Section apply only to transfers to and/or from business accounts. You agree that the password security described in the *Agreement* and in this Section sets forth security procedures for funds transfers that are commercially reasonable. For transfer requests to and/or from business accounts, which are subject to Article 4A of the Uniform Commercial Code (“UCC 4A”), you agree that we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any special, indirect or consequential loss, damage, costs, or expense of any nature, including lost profits, even if we have been informed of the possibility of such damages, except as may be required by law or regulation.

Online Statements and Documents

a. Description

Many account documents — including statements, tax documents, and legal notices — can be delivered online for certain *Eligible Accounts* and *Online Financial Services*. You have the option to view, save, or print PDF versions of your account documents from the Website via desktop, tablet, or mobile device.

Any legal notices or disclosures about your *Eligible Account* or *Online Financial Service* that would normally accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. In some cases, we must continue to mail paper statements, legal notices, and disclosures even if you elect to receive them electronically. Wellby is not responsible for statement non-delivery if you do not maintain a valid email address as described in Section 7(c).

We’ll email you to notify you that a statement is available, and you can view, print, and/or save at your convenience. By requesting that bills, statements, or other communications from us be sent to you electronically, you warrant that you have the right, power, and authority to receive them electronically.

We may offer you additional options/preferences for delivery of various communications related to your *Eligible Accounts* or *Online Financial Services*. The following is a brief description of the various features of and requirements or using online statements and documents. We may add to, modify, or delete any feature of online statements and documents at our sole discretion.

b. Eligible Accounts

Most *Eligible Account* statements and documents can be delivered online. You can determine online statement eligibility by signing on to the Website.

c. Enrollment

Online statements and documents are available for certain *Eligible Accounts* or *Online Financial Services* if you have completed enrollment in *the Service* and provided us with a valid email address. Once enrolled, we will send you an email notice (as described in the Notices Section) notifying you when your statement or document is available on the Website. To ensure that you continue to receive such email notifications, you must notify us of any changes or updates to your email address. We may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

Delivery preferences can be changed by any account owner or Authorized Person, and the new delivery preference will apply to all owners or Authorized Persons of that account.

d. Check Images

For share accounts, you may view online images of the individual checks posted to your account. If you currently receive an account statement with check images in paper format, once you choose online-only statements and documents, you will no longer receive the check images as part of the statement. You can ask us to mail a photocopy of a cancelled check to you (additional fees may apply).

e. Access

You can access your online statements and documents (including legal notices and disclosures) on the Website.

Statements are available online for up to a maximum of seven years, depending on the type of account enrolled. Statements for some types of *Eligible Accounts* or *Online Financial Services* are available for shorter time frames. If you didn't choose online-only delivery when the account was first opened, there may be a gap in the historical statements available online for some types of *Eligible Accounts* or *Online Financial Services*.

For some types of *Eligible Accounts* or *Online Financial Services*, there may be a delay of up to several weeks after enrollment before you can start viewing statements and documents online. You can still request historical account statements (fees may apply); please refer to the applicable account agreement and disclosures for details.

If you close your account, you can still request historical account statements (fees may apply); please refer to the applicable account agreement and disclosures for details.

f. Year-end Tax Reporting Documents

Online year-end tax documents may be available to members with certain account types who are enrolled in the Service and provide a valid email address for the Service. You don't have to complete a separate enrollment process to view your tax documents online. This option is available regardless of whether we also mail your paper tax documents.

You are entitled to receive paper versions of your tax documents by U.S. Mail. By selecting Online as your Delivery Preference, you are consenting to receive those tax documents electronically instead. Please make note of the following important information:

- Your consent applies to all the tax documents you have designated for Online delivery. The consent for each form designated will remain in effect for every year that form is required to be furnished until the consent is withdrawn in the manner provided below. Tax documents will remain available to you online until at least October 15 of the year in which they are delivered for Eligible Accounts except for closed accounts.
- You may withdraw your consent to electronic delivery by changing your delivery preferences back to U.S. Mail from the delivery preference section of the Website, by calling us at 281-488-7070. Note that Delivery Preference changes will be reflected immediately on the Website but may take up to two Business Days to take effect. Depending on timing, delivery preference changes for tax documents may not take effect for the upcoming tax season.
- You will receive confirmation via email of any change to your Delivery Preference. Should you change your Delivery Preference to U.S. Mail, this email will be the written confirmation of your withdrawal of consent to electronic delivery.
- You may obtain a paper copy of any tax document we deliver electronically by calling us at 281-488-7070. Requesting a paper copy of your electronically delivered tax document does not change your Delivery Preference or withdraw your consent to electronic delivery.
- Tax documents will no longer be delivered to you electronically if you close the related account or end your online banking relationship with us.

You may update your contact information and email address within the “Update Contact Information” section found on the Website. To change the email address associated with your brokerage notifications, once you have changed your email, then go to the delivery preference section found within the website.

We always reserve the right to communicate with you in writing using U.S. Mail, regardless of what other options you have chosen.

g. Terminating Online Statements and Documents

We may terminate Online delivery of statements and documents to you for one or more *Eligible Accounts* or *Online Financial Services*, without notice. As provided in Section 11(c) of this *Agreement*, we may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don’t maintain a valid email address.

Using Financial Management Software

a. Description

Financial Management Software includes: Mint, Quicken®, and QuickBooks and other software we may identify on the Website. You are responsible for obtaining a valid and separate license agreement with the provider of your *Financial Management Software*. Your license agreement with the provider of your *Financial Management Software* may restrict the duration of your online access; we aren’t liable for any such limitations or restrictions.

b. Online Banking and Bill Pay Access

We may choose to let you download information into your *Financial Management Software* from certain *Eligible Accounts*. We may also let you initiate Bill Pay instructions through your *Financial Management Software*. The *Eligible Accounts* for which these options are available will be identified on the Website. We may also add to, modify, or delete any feature of your ability to access *the Service* through your *Financial Management Software*.

c. Fees for Online Banking Access and Bill Pay with Financial Management Software

There are no fees from us to use *Financial Management Software*. Note that your internet, telephone, and/or mobile device service provider may assess fees and bill them separately.

d. Bill Pay with Financial Management Software

If you’re enrolled in and use the Bill Pay service through your *Financial Management Software*, you may use the service to pay any merchant or individual in the U.S. and may also use it to make payments for any bank mortgage, installment loan, credit card, or line of credit account.

You must designate through your software an *Eligible Account* from which bill payments may be made (your “Funding Account”). You may designate more than one Funding Account.

All payments made using the Bill Pay service with *Financial Management Software* should be made at least four business days in advance of the due date, so the payee/merchant can credit your account in time to avoid any late-payment charges or penalties. Each business day has a cut-off time for bill payments; payments made after the cut-off time or on Saturdays, Sundays, or federal holidays will be made the next business day.

e. Disclaimers and Acknowledgements

You understand and agree that, with regard to your use of *Financial Management Software* to use the Service or Bill Pay:

- The *Eligible Account* information you download through your *Financial Management Software* is provided to you “as is” and “as available.”
- We make no warranties and have no liability as to:
 - o Your access and use of your *Financial Management Software* according to the terms and conditions of any and all applicable license agreements with the providers of such Software;
 - o The accuracy, completeness, availability, or timeliness of the *Eligible Account* Information, text graphics, or other items in the *Eligible Account* Information that you download through your *Financial Management Software*;
 - o The errors or omissions in the delivery or transmission of the *Eligible Account* information from us to you (and “you” includes delivery to your *Financial Management Software* and/or your computer); and
 - o The download option’s fitness for a particular purpose and non-infringement of any third party rights.
 - o Payments to the following types of Payees may be scheduled through *the Service* via your *Financial Management Software*, however such payments are discouraged and are scheduled by you at your own risk; except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in Section 5 relating to EFTs for Consumer accounts), in no event will we be liable for any claims or damages that may result if you schedule payments to the following payees:

1. Payees outside of the United States, including Canada;

2. Payees to U.S. Territories;

3. Tax payments;

4. Government agencies, or

5. Court-ordered payments (such as child support payments or traffic tickets).

- All research and resolution for any misapplied, mis-posted, or misdirected payments will be your sole responsibility, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in Section 5 relating to EFTs for Consumer accounts).

- We have no duty to monitor the online transfers or payments that you make. You assume the entire risk of using the Service properly to ensure that funds are transferred and bills are paid properly and timely. We won't be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we won't be liable if any third party through whom any bill payment is made fails to transmit the payment or the payment instruction properly to the intended payee/merchant, or if the merchant/payee or its bank fails to transmit a payment instruction or record a bill payment properly.

- In using the *Financial Management Software*, you understand that payees and/or the U.S. Postal Service may return payments for various reasons including, payee's forwarding address expired; payee's account number is not valid; payee is not available to locate account; or payee's account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your payee or void the payment and credit your account.

- Your *Financial Management Software* may provide the option of disabling selected features of the Service. To disable any feature of the Service, you MUST contact us by calling 281-488-7070 with your notification.

- You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Unless otherwise provided by law or regulation (including, to the extent applicable, the protections described in Section 4 relating to EFTs for Consumer accounts), you agree that we won't be liable to you for:

- Your inability to use the download, transfer and/or bill pay option;

- The accuracy, timeliness, loss or corruption, or mis-delivery of any *Eligible Account* information, transfer, bill payment, or any other information;
- Unauthorized access to your *Eligible Accounts* or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- Your inability to access your *Eligible Account* (including, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers (“ISPs”), natural disasters, strikes, or other labor problems); or
- Any other matter relating to the download, transfer or bill pay option.

You understand and agree that:

- Not all the information in your *Eligible Accounts* can be downloaded into your *Financial Management Software*.
- Information you can download may not include all of your account activity.
- Statements we generate are the official record of account transactions, positions, and balances; the information you download is for tracking purposes only and should not be considered an official record.
- Account information won’t necessarily reflect banking, financial, or investment activities and transactions that have not yet been completed or settled and will only reflect the account information in your *Eligible Accounts* at the exact point in time that you download the information (for example, trades that have not yet been settled may not be reflected).
- Account information in your *Eligible Accounts* may reflect transactions as of a prior time period and may not be current when you download the information.
- We won’t automatically update account information that you download to your *Financial Management Software*.
- You will have to update the *Eligible Account* information by downloading more current information from your accounts (for example, stock prices, and/or the value of the investments we hold in your brokerage account, may be reflected at the prices at the close of the prior trading day and not at the current prices).
- *Eligible Account* information may include information you provided to us (for example, cost or tax basis information for securities we have transferred into your brokerage account); you’re solely responsible for the accuracy of this information.

- We aren't liable for any loss, damages, or expenses of any kind as a result of your reliance upon the *Eligible Account* information in your *Financial Management Software* (which may not be up to date and may not include pending transactions such as a stock sales or purchases that haven't settled).
- You assume all risk that unauthorized third parties may access any *Eligible Account* information you download and store in your *Financial Management Software*.
- If you send unsecured information or take the *Eligible Account* information out of our secure systems by downloading it, we're no longer responsible for the security and confidentiality of that information, and the responsibility is now yours (or may be shared with others, such as your *Financial Management Software* provider).
- We aren't responsible for the security and confidentiality of the *Eligible Account* information if you:
 - o Use wireless connections to download your account information, in which case you acknowledge other persons may be able to access the information being downloaded; or
 - o Let others access or use your *Financial Management Software*.
- Downloads of *Eligible Account* information are at your own risk. You are solely responsible for any resulting damage to the computer (or other electronic device) to which you download any information.

Security

a. Description

You need a username and password, or other Wellby approved security and authentication controls to access your *Eligible Accounts* and *Online Financial Services* through the Service. We may set standards for your username and password. We recommend that you change your password regularly and select a unique username and password combination for use only with the Service.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software, or third-party services. To enhance the security of your *Eligible Accounts* and *Online Financial Services*, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators, or one-time passwords.

We may also require the use or activation of specific applications, internet browser software features, plug-ins, and add-ons, to use *the Service*. These could include JavaScript support and “cookies.”

To enable and enhance secure access to *the Service*, we may also access detailed information about the computers and *Mobile Devices* you use to access *the Service*. This could include telephone numbers and unique internal and network identifiers for your computers and *Mobile Devices*. We also use cookies and other technology for information security and other purposes, as described in our *Digital Privacy and Cookies Policy*.

b. Usernames and Passwords

Usernames and passwords must meet the standards Wellby establishes. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time, including to meet any new standards we may establish. You are responsible for keeping your password confidential. We recommend you select a unique username and password combination for use only with *the Service* and memorize it rather than writing it down.

You can change your username and/or password within *the Service* or by calling 281-488-7070.

c. Protecting Your Security

Even though information exchanged through *the Service* is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for the Service.

You must notify us immediately at 281-488-7070 if you suspect fraudulent activity on your *Eligible Account* or if you believe that:

- Your password may have been lost or stolen.
- A Mobile Device you use to access *the Service* has been lost, stolen, or compromised.
- Someone viewed, downloaded, or deleted electronic records from your *Eligible Account* or *Online Financial Service* without your permission.

In the event of unauthorized use of your username and password, or any other security or authentication technique we use, you may be liable for resulting losses to the extent permitted by law or regulation.

Privacy and Use of Information

a. Description

We treat your data in accordance with *Wellby Privacy Notices*.

Your use of *the Service* is subject to the *Wellby Digital Privacy and Cookies Policy*. By accessing or using *the Service*, you understand and agree that Wellby may collect and retain information about you or the device you use to access the Service.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber and device details, if available, to Wellby and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See our Privacy Notice for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

b. Acknowledgments and Agreements

You agree that:

- We may collect and retain certain information and use that information to market our products and services to you. You can change your privacy preferences online or call 281-488-7070.
- If you access *the Service* or use an *Online Financial Service*, we may track and record your geographic location.
- We may use automated processes to detect any use of *the Service* that violates the terms of this Agreement or any applicable law or regulation.
- You will receive your annual privacy notices on our Website, and the availability of the privacy notices on the Website constitutes actual notice of the contents of the privacy notices.

Additional Responsibilities

You agree that:

- You are responsible for actions taken by anyone using *the Service* after signing in with your username and password or any other Wellby approved authentication control, except as otherwise provided by law or regulation. We are entitled to rely and act upon instructions received under your username and password.
- You are responsible for keeping your username and password confidential.

- You are responsible for ensuring that you have signed off from *the Service* when your session is complete to prevent unauthorized persons from using *the Service*.
- You are responsible for ensuring your computer operating system, software, browser version, plug-ins, and anti-virus software are all current and up to date. You are responsible for ensuring that you always have a valid email address and phone number.
- You will be the only user of your username and password, and that you won't transfer or disclose any of this information to any other person.
- You will be responsible for all usage of *the Service* and any fees associated with the use of other services accessed through *the Service* on your *Eligible Account*, whether or not authorized by you, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in Section 4 relating to EFTs for Consumer accounts).
- You will immediately notify us at 281-488-7070 or the phone number located on your statement to report any actual or suspected unauthorized use of your username or password.
- You will provide true, accurate, current, and complete information about yourself as requested.
- You will not misrepresent your identity.
- You will not use *the Service* for unlawful purposes or purposes that are not permitted expressly or implicitly by the terms of this Transfer Service or by any applicable law or regulation.
- You will comply with all rules, policies, and procedures of networks through which you access and use *the Service*.
- You will not use *the Service* in a way that disrupts, damages, disables, overburdens, interferes, or impairs *the Service*, the networks through which you access or use the Service, or with any other party's use of *the Service*.
- You will not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute, or display any of the data or files from any such account.
- You will be responsible for and provide all computer, telephone, and other equipment, software (other than any software provided by us), and services necessary to access *the Service*.

- You will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through *the Service*.

Disclaimers

a. Disclaimer of Warranties

To the fullest extent permitted by law or regulation, we make no warranties of any kind for *the Service*, either express or implied, including implied warranties of merchantability or fitness for a particular purpose.

We do not warrant that *the Service* will be uninterrupted or error free, that defects will be corrected, or that our Website that makes *the Service* available is free of viruses or other harmful components.

b. Limits on Liability and Obligation

Wellby and its officers, directors, shareholders, affiliates, agents, licensors, or third-party service providers are not liable for any:

- Consequential (including loss of data, files, profit, goodwill or the costs of procurement of substitute goods or service) damages.
- Indirect damages.
- Incidental damages.
- Special damages.
- Punitive damages.

This is true whether these damages occur in an action under contract, or from negligence or any other theory, arising out of, or in connection with, this Agreement, *the Service*, or the inability to use *the Service*.

In addition to reasons such as scheduled system maintenance, damages could arise from circumstances beyond our control, even if we advise you of the possibility of such damages. These circumstances could include:

- Power outages.
- System failures.
- Fires.
- Floods.

- Natural disasters.
- Extreme weather.
- Cyber-attacks, including Denial of Service (DoS).

Wellby won't be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

Except as specifically provided in this *Agreement* or otherwise required by applicable law or regulation, we, our service providers, or other agents, also won't be liable for:

- Any loss or liability you may incur resulting wholly or partly from failure or misuse of your equipment or software provided by an external company (such as an internet browser provider, an internet access provider, an online service provider, or an agent or subcontractor of any of them).
- Any direct, indirect, special, or consequential, economic, or other damages arising in any way from your access/use/failure to obtain access to *the Service*. Wellby does not make any representation that any content or use of *the Service* is appropriate or available for use in locations outside of the continental United States, Alaska, or Hawaii.

We won't be obligated to honor, in whole or in part, any transaction or instruction that:

- Is not in accordance with any term or condition of this *Agreement* or any other agreement that applies to the relevant *Online Financial Service* or *Eligible Account*.
- We have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary.
- We have reason to believe involves funds or other property subject to a hold, dispute, restriction, or legal process we believe prevents the transaction or instruction.
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority.
- Is not in accordance with any other requirement of our policies, procedures, or practices.
- We have other reasonable cause not to honor for our or your protection.

a. Indemnification

Except where we're liable under the terms of this *Agreement* or another agreement governing the applicable *Eligible Account* or *Online Financial Service*, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants,

agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, obligations, demands, charges, expenses, and/or costs (including reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us
- Any fraud, manipulation, or other breach of this *Agreement* or *the Service*
- Your violation of any other applicable laws, regulations, or rights of a third party, including rights of privacy, publicity, or other property rights
- The provision of *the Service* or use of *the Service* by you or any third party
- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement
- The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement
- Any breach of a representation, warranty, covenant, or obligation contained in this Agreement

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of *the Service* by you, your Owners, or Authorized Persons.

Notices and Communications with Us

a. Description

We'll provide notices and other information regarding your *Eligible Account*, *Online Financial Service*, or the *Service* (collectively "Account-Related Information") electronically, by phone, through the mail (U.S. Postal Service or overnight courier), or by other means, except as expressly provided otherwise in this Agreement. We'll send this information to the electronic address ("E-Address"), phone number, or postal address of the owner of the applicable *Eligible Account* or *Online Financial Service* as reflected in our records unless you specify a different E-address, phone number, or postal address.

Any notice or Account-Related Information we send you will be effective, and deemed delivered to you, when posted on our Website, sent electronically, mailed, or otherwise made available to you. You assume the risk of loss in the mail or other transit.

If your *Eligible Account* has multiple owners, we may send Account-Related Information to any one of them. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint account owners, Delegates, or other persons with access to the applicable *Eligible Account* or *Online Financial Service*.

Any notice you send to us won't be effective until we actually receive it and have a reasonable opportunity to act on it.

b. Electronic Delivery

Unless applicable law or regulation states otherwise or pursuant to the ESIGN Consent to Use Electronic Records and Signatures, when we need to provide you with information in writing, we can send it electronically, either:

- To your E-Address (if applicable and you have provided us with a valid email address); or
- By posting the information to our Website; or
- To your online banking secure mailbox, or other electronic means.

E-Addresses include email addresses, other internet addresses, text messaging numbers, or other electronic access addresses provided to us in accordance with this *Agreement*.

c. Phone Calls and Text Messages

When you provide a phone number to us, you agree that you own or are authorized to provide the telephone number to us. You expressly agree that we may use automatic dialing technology and/or artificial or prerecorded voice messages to call you or send text messages to you on the number you provided to us, even if the phone number is registered to a cell phone number or Voice over Internet Protocol (VoIP) service. To help protect your account security, Wellby does not support SMS or MMS functionality for recognized VoIP, prepaid, or landline phone numbers. In order to receive text messages from Wellby, such as one-time passcodes or suspicious activity alerts, an eligible phone number and mobile device are required. Your mobile carrier's message and data rates may apply.

You agree that we may call you and text you to service your accounts, collect any amount you may owe, or discuss our relationship, products, and services with you, as described in this Section.

d. Communications Sent at Your Request/On Your Behalf

You authorize us to send emails and text messages to others on your behalf if needed to carry out your instructions regarding an *Eligible Account* or *Online Financial Service*. You confirm and agree that you have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive the communication. These communications may identify you by name and may state that we're sending them on your behalf and according to your instructions.

e. Returned and Unclaimed Notices to You

Unless otherwise prohibited by the laws or regulations governing your *Eligible Account* or *Online Financial Service*, this section applies if Account-Related Information documents are returned or electronic notifications are returned as undeliverable.

This means we can stop sending Account-Related Information or electronic notifications to you until you provide a valid postal or valid email to us.

We may also:

- Destroy Account-Related Information sent to you and returned to us as undeliverable
- Hold the Account-Related Information for your Account for you to pick up
- Stop sending the Account-Related Information through the current delivery method and use an alternative delivery method. For example, if we're sending Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address instead
- Suspend access to your *Eligible Accounts* or *Online Financial Services*

If we hold Account-Related Information for you to pick up and it remains unclaimed for a period of time, we may send the Account-Related Information to the address reflected in our records for your *Eligible Account* or destroy it.

f. Contact Information Changes

You agree to notify us immediately if you no longer own or you are no longer authorized to use or share your address, E-Address, or phone number you previously provided to us. Address changes may be initiated:

At your request, you can instruct us to change the address or E-Address to which we send notices or Account-Related Information about your Account at any time.

If we get an address change notice from the U.S. Postal Service.

If another party in the business of providing correct address information notifies us that the address in our records no longer corresponds to your address.

We may act on instructions purportedly made on your behalf within a reasonable time after we receive them.

Unless you instruct us otherwise, we may change the U.S. Postal Service address or E-Address only for the account(s) you specify or for all or some of your other account(s) with us.

DIGITAL BANKING TERMS OF USE

Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service.

By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance.

If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms.

THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

1. Account Information.

- a. **Source of Information.** At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.
- b. **Accuracy.** You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.
- c. **Confidentiality.** If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

2. Application of Privacy Laws.

- a. **Scope of the Service.** JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.
- b. **Your Rights.** Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights.
- c. **Telecommunication Providers.** The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the

telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

3. Rights you Grant to JH.

- a. **Your Data.** You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.
- b. **Chat Feature.** When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. **BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION AND TO THE POTENTIAL MONITORING AND REVIEWING OF THE CHAT SESSION BY JH AND ITS THIRD-PARTY VENDORS AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTICS ON THE CHAT FEATURE.** If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology.
- c. **Third-party Sites.** When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.
- d. **Unauthorized access or use.** You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

4. Location-based Data, Telephone Information and Camera. You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

5. Subscription.

- a. **JH's Rights.** You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service.
- b. **Your Rights.** Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service.

All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.

6. Subscription Restrictions.

- a. You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service.
- b. **Compliance with Applicable Laws.** You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes.
- c. **Minimum Age Requirements.** If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

7. **Service-related Alerts.** As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

8. **Mobile Devices.** To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices

and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App.

a. Mobile Operating System Providers.

- i. **Apple.** If you download the App from the Apple App Store, you acknowledge and agree that the agreement is solely between you and JH, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to JH as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and JH acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary.
- ii. **Google Play Store.** If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and JH only, and not with Google, Inc. (“Google”); (ii) your use of App must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

9. Suspension; Termination; Effect of Termination.

- a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service.
- b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii) destroy all copies of your Account Information, Registration Information, and any information obtained from the Service.

- 10. Translation.** JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to,

the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms.

11. **Links to Third-Party Sites.** The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.
12. **Disclaimer of Warranty.** THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
13. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
14. **Analytics.** To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you.
15. **Dispute Resolution.** You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as

much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

16. **Miscellaneous.** The Terms constitute the entire agreement between you and JH concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.