



Our interest is you

member FDIC

NOTICE TO CONSUMERS: This Agreement includes disclosures applicable to consumers as provided under the Electronic Funds Transfer Act (EFTA) and its implementing Regulation E.

Read this document carefully and retain a copy for your records.

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and West Gate Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service 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 to the extent any liability attaches in connection 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. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades, or enhancements.

4. Our Relationship with You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Electronic Banking, 6003 Old Cheney Rd, Lincoln NE 68516. We may also be reached at (402) 434-3456 for questions and other purposes concerning the

Service. Contact information can also be found on our website westgate.bank. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and

- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain

Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently,

we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

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

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY,

INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

37. Online Banking Access. You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

To use the Services, you must have a sufficiently powerful computer hardware and appropriate software. Currently, this includes an internet browser that supports 128-bit encryption. Some Services may require you to download software from our website; in some cases, we may place software on your computer as part of our security and/or verification tools. You agree to maintain the confidentiality of the Security Codes at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity. You shall be responsible for installing and implementing any changes and upgrades to the Services as required by us and in no event later than within 5 days or sooner if required by us, to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Services. You acknowledge that changes and upgrades may also be automatically launched by the Service.

Eligible accounts accessible through the Services include checking, savings, money market, Certificate of Deposit (CDs) accounts, loans and lines of credit. You may access all your eligible linked Accounts online; one of these accounts must be a checking account in order to have our Bill Pay Services.

38. Availability. You will generally be able to use Services seven days a week, 24 hours a day within the United States. Service may not be available due to system maintenance or circumstances beyond our control. Services may be added, cancelled or limited at any time or from time to time, with or without cause or notice (except as required by applicable law).

39. Inconsistencies. If a beneficiary of a transfer request (including a Bill Payment, and "Zelle® Service") is identified by both name and account number, payment may be made by us, our provider(s), and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a transfer request by both name and identifying number, we, our providers, and other financial institutions may rely on the identifying number even if the name and the identifying number are not consistent or identify different parties.

40. Preauthorized Payments. *Right to Stop Electronic Payment and Procedure for Doing So.* If you have told us in advance to make regular electronic payments out of your Account, you can stop any of these payments. Here's how: You may follow the directions provided in the Services, to stop the payment through the Services, or Call us at 402-434-3456 or write to us at: West Gate Bank, PO Box 82603, Lincoln, NE 68501-2603 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you a fee for each stop payment order you give. A separate process will apply to the extent you wish to initiate check stop payment requests through the Services. Refer to "Check Stop Payment Services," above, for further details.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead 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 of Preauthorized Electronic Transfer. If you order us to stop one of these electronic payments three (3) business days or more before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages.

41. Applicable Law. Except as otherwise provided in this Agreement, Nebraska law will govern the Services and the interpretation of this Agreement. Unless otherwise provided in this Agreement, your accounts and the Services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

Online Banking Agreement

This agreement sets forth the terms and conditions of the Online Banking services (the “Services”) provided by West Gate Bank (“us” or “we”). This agreement is a legal contract between you and the Bank and sets forth the terms and conditions of your use of the Services. Please read this Agreement carefully, we recommend that you print this document or save it in order to keep a copy for your records. We may offer additional Services in the future and your enrollment and/or use of any of the Services will be deemed evidence of your agreement to its terms. By using any of the Services described in this Agreement, you agree to the terms and conditions of the entire Agreement. We may modify or cancel your Service at any time without prior notice, at our discretion, unless otherwise required by law. This Agreement is in addition to other agreements between West Gate Bank and you, including but not limited to (as applicable), your checking, savings, and other deposit account agreements, as may be modified from time to time. If there is a conflict between the terms and conditions of this Agreement and those contained in the other agreements between you and us, with respect to the Services, this Agreement will control.

1. General Online Banking Terms.

- a. *Definitions.* In this Agreement, defined terms have the meaning given to them. In addition:
1. An “account” means any account you maintain with us and can include all accounts and products you have accessible to the Services.
 2. An “authorized representative” is a person with authority of any kind with respect to an Account.
 3. Your “available balance”, “available funds” and similar words mean the balance in your Account as determined under our funds availability policy.
 4. A “consumer account” shall mean an account that is established primarily for personal, family or household purposes, and is subject to the EFTA as a “consumer account.”
 5. Your West Gate Bank accounts are “linked” by means of the tax identification number(s) of the person(s) who own(s) the account(s). At our discretion, there may be certain accounts that are not eligible for the Services. Each user must enroll in the Service separately.
 6. “Documentation” means all documentation, the user manual, any other manuals, all instructions (including on-line instructions) relating to the Services which we may provide to you from time to time in connection with the Services.
 7. “Regulation CC” means 12 C.F.R. Part 229, as it may be amended from time to time.
 8. Your “Security Codes” are the credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access Accounts and to use the Services. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
 9. The “Service(s)” are the on-line banking interface and the banking services described in this Agreement.

10. The word “includes” means “including but not limited to” the examples given.
 11. The word “may,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “may” take is authorized by you and allowed to us but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.
 12. “UCC” means the Nebraska Uniform Commercial Code as amended.
 13. The words “we,” “us,” “our,” “Bank” and similar terms are used to refer to West Gate Bank.
 14. The words “you,” “your,” and similar terms are used to refer to the person entering into this Agreement and to each person who is an owner of or has an interest in an Account together with the owner’s authorized representatives.
- b. *Agreement.* Subject to our approval and to any limits we impose through our Online banking website and for the Services. We may act on requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner (including joint owners) or their authorized representatives. Each time you use our Services, or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Services, as amended. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. If you are a natural person, you certify that you are at least 18 years or older. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as we request, from time to time.
- c. *Sufficient Funds.* You must have sufficient available funds on deposit in your account or available Overdraft Protection coverage (linked account and/or overdraft line of credit) to cover the amount of any transaction that would be debited from your Account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds on deposit in your account or available Overdraft Protection coverage (linked account and/or overdraft line of credit). We may hold funds at any time after you have initiated a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions. We may allow overdrafts/over limits or negative balances, but we also may discontinue the practice at any time with or without prior notice to you. If you do not have sufficient available funds on deposit in your account or available Overdraft Protection coverage (linked account and/or overdraft line of credit), you may be charged an overdraft or other fee (such as fees for returned checks or other electronic items.) Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money.
- d. *Waiver of Access Restrictions.* Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. If access restrictions exist, they do not apply to your use of the Services. We may limit or deny Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts.
- e. *Compliance with Laws and Rules.* You agree to comply with all state and federal laws, rules and regulations applicable to you and to your use of the Services (the “Laws”), including the operating rules of all systems used to provide Services to you (the “Rules”), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, you agree and acknowledge that the Services may not be used by you in violation of the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export

Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts.

Additionally, each Account and the Services will be subject to and governed by the following:

1. The terms or instructions appearing on a screen when using a Service;
2. Our Deposit Account Agreement (“DAA”), and our rules, procedures and policies;
3. Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for bill payments facilitated through the ACH;
4. Applicable state and federal laws, rules and regulations; and
5. The rules of other funds transfer systems when used in connection with a Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same.

- f. *Electronic Records and Signatures.* When any payment order or other Service generates items or transactions to be charged to your Account, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our written request, you agree to manually sign or place your signature on any paper original of any record or “signed” document which we provide to you containing your purported signature.

2. Transfer Limitations. For certain types of transactions/transfers from a money market or savings account, you are permitted to make no more than six transfers and withdrawals, or combination of them, per calendar month, to another account or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, including by check, draft, debit card or similar order by you and payable to third parties. If you exceed these limits, we may impose a fee, close or convert your Account, limit your use of the Services, or any combination of the foregoing.

3. Online Banking Uses. Subject to system limitations, you can use the Service to:

- a. View current Account balances;
- b. Review transactions on your Accounts;
- c. View Account statements and checks that have posted to your Account;
- d. Transfer funds between your linked Accounts, either on a one-time basis or set up reoccurring transfers. Not available for Certificate of Deposit (CDs) accounts;
- e. Transfer funds between your linked external Accounts, either on a one-time basis or set up reoccurring transfers. Not available for Certificate of Deposit (CDs), IRA, or Roth IRA accounts;
- f. Print copies of paid checks;

- g. Export your transaction history into Microsoft Money®, Quicken®, QuickBooks®, or spreadsheet format;
- h. Use your wireless device to access Services (“Mobile Banking”);
- i. Make payments to companies and individuals online from your linked checking or money market checking account(s) (“Bill Pay Services”);
- j. Send and receive funds to and from third parties (“Zelle® – more information in the Bill Pay terms and conditions”); and
- k. Sign up for online banking alerts to automatically notify you by e-mail when specific types of activity occur on your deposit accounts with West Gate Bank (“Account Alerts”).

Some Services above may not be available on certain accounts. In some cases, we may allow loans and lines of credit to be linked; in which case, you agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. Certificate of Deposit (CDs) accounts are VIEW only.

4. Account Balance and Transaction Information. You can use the Services to obtain account balances and transaction information. Please note that the information provided may not include recent transactions and may include funds that are not available for immediate withdrawal.

5. Transfers. You may make transfers between your linked Accounts, and lines of credit (subject to the terms and conditions). You may not make transfers from Certificate of Deposits or accounts that require more than one signature for withdrawals. Our current cutoff time on a processing business day for transfers between linked accounts is 6:00 p.m. Central Standard Time.

6. Mobile Banking Service.

- a. *Mobile Banking Service Definitions.*
 - 1. “Endpoint” means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Image Exchange Items or Substitute Checks.
 - 2. “Electronic Item” means the digitized image of a Paper Item that is created by you and transmitted to us using the Service.
 - 3. “Image Exchange Item” means a digitized image of an Item cleared and settled directly with a Paying Bank without conversion to a Substitute Check.
 - 4. “Item” means a Paper Item that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to you, and includes Original Paper Items, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.
 - 5. “Non-cash Item” means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Paying Bank.
 - 6. “Original” with respect to a Paper Item means the first paper Item issued with respect to a particular payment transaction.
 - 7. “Paper Item” means an Original Paper Item, as defined in Regulation CC, except that Paper Item does not include a Substitute Check or a remotely created check.
 - 8. “Paying Bank” means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

9. "Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
 10. "United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.
- b. *"Mobile Banking" provides wireless access to your linked Accounts* To use Mobile Banking, you must be enrolled in the Services. We offer Mobile Banking as an added convenience to you. However, Mobile Banking is not intended to replace your access to, or replace the full functionality of, the Service's capabilities. Mobile Banking cannot replace your computer to access the Services for managing your accounts with us. The Mobile Banking Services may include, but are not limited to:
 - c. *"Mobile Deposit Feature."* The mobile deposit feature ("Mobile Deposit Service" or "Service") enables you to use a West Gate Bank Mobile Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to: create electronic images of the front and back of certain Original Paper Items and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement.
 - d. *Processing Your Electronic Item(s).* For all Electronic Items processed by you pursuant to this Agreement, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Documentation and as otherwise established by us from time to time.
 - e. Unless otherwise agreed by you and us, we will process any returned Items in accordance with applicable law and the deposit account agreements.
 - f. *Mobile Deposit Cut-off Time.* Our current cut-off time for mobile deposits is 6:00 pm Central Standard Time. For determining the availability of your deposits, every day is considered a business day except Saturdays, Sundays, and federal holidays. If you make a mobile deposit before the cutoff time, on a business day that we are open, we will consider that day of your deposit. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider the deposit was made on the next business day we are open.
 - g. *Exception Items.* Each business day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). By way of example, "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through the Service, or other communication channels, at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the Original Paper Item on which the Exception Item is based at one of our branches, or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, Substitute Check, or Imaged Exchange Item may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not limit our rights or preclude or limit your obligation to West Gate Bank as outlined in this Agreement.
 - h. *Deposits to the Account.* Electronic Items processed for deposit through the Service will be deemed to have been received by us for deposit at the time the Electronic Items are actually received and accepted. A deposit of Electronic Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily

verified that the image quality of the Electronic Items is acceptable to us in our discretion; (ii) all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (iii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Electronic Items received by us for deposit may be rejected by us in our sole discretion.

Each Electronic Item deposited pursuant to this Agreement will be deemed to have been deposited at the office where the Account is maintained.

- i. *Dollar Limitations.* In addition to any restrictions already provided in this Agreement, we may from time to time establish exposure limitations and assign them to you. At this time, the maximum aggregate amount you may deposit using the Service each business day is \$10,000.00.
- j. *Creating and Transmitting Electronic Items to West Gate Bank.* The following items may not be deposited through the Service: international checks, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit, or cash. Except as noted in the preceding sentence, only checks, money orders, cashier's checks, or traveler's checks, drawn on or payable at or through a U.S. bank, can be transmitted through the Service. Additionally, only Items that are made payable to, and endorsed by, you may be transmitted through the Service.
- k. *Availability of Funds.* Subject to our right to hold funds as otherwise provided under this Agreement and the deposit account agreements, availability of credit from Items processed under this Agreement will be subject without limitation to our funds availability schedule, which may be amended. You recognize that under the UCC, Regulation CC and the rules of any image exchange network our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check. Funds from deposit made via the Service generally will be available for withdrawal by the first business day after the day of deposit. The first \$200 of your deposits will generally be available no later than the first business day after the day of deposit. If funds will be delayed beyond the first business day on any part of your deposit, we will mail you information about when your funds will be available.
- l. *Your Representations, Warranties and Commitments.* In connection with the Services, you represent, warrant, and commit to each of the following:
 1. You shall maintain the Account for the receipt of deposits of Items;
 2. You will only submit Paper Items for processing to us that meet the definition of "Paper Item" as provided in this Agreement and will ensure that the Paper Items scanned meet the ANSI X9.37 standards for image quality required by Regulation CC, or other standards established or required by us or applicable law. You will not process any third-party checks. Our processing of any Exception Items shall not constitute a waiver by us or obligate us to process such Exception Items in the future. We may discontinue processing of Exception Items at any time, without cause or prior notice;
 3. You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with our deposit account terms and conditions;
 4. You will (a) ensure that Paper Items are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (b) handle, process, maintain and destroy Original Paper Items as set forth in this Agreement, and (c) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form;
 5. The Electronic Item is a digitized image of the front and back of the Paper Item and accurately represents all of the information on the front and back of the Paper Item as of the time you converted the Paper Item to an Electronic Item;

6. You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the Account, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with us;
 7. You understand and agree that a Paper Item that is not paid by a Paying Bank, or is otherwise returned for any reason, will be returned to you and your Account charged for the amount of the Item plus any associated fee. Our right to charge your Account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us;
 8. You shall comply with all laws, rules, and regulations applicable to the Services, including, without limitation, Regulation CC, Regulation J, the Uniform Commercial Code and any rules established by an image exchange network through which Electronic Items are processed pursuant to this Agreement;
 9. You provide to us all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those applicable under the UCC, Regulation CC, Regulation J, and the rules of any image exchange network;
 10. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Codes to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such;
 11. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item;
 12. You will not store or make a back-up copy of the Electronic Item(s); and
 13. The availability, timeliness and proper functioning of the Services depends on many factors, including your wireless access device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your wireless access device. Neither we nor any of our service providers warrants that the Service will operate without interruption, without defect or viruses. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any wireless access device or mobile network which you utilize to access the Services. Your use of the Service and software will be at your own risk. You agree to exercise caution when utilizing the Services on your wireless access device and use good judgment and discretion when obtaining or transmitting information.
- m. *West Gate Bank's Limited Liability.* In addition to any other limitation on our liability provided in the Agreement, and except to the extent otherwise expressly prohibited by applicable law, neither we nor our providers will be liable to you for any refusal of a Paying Bank to pay an Image Exchange Item or Substitute Check for any reason (other than gross negligence or willful misconduct by us), including without limitation, that the Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.
- n. *Security of Data Transmission and Storage.* You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to the Services and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise store on your wireless access device may be accessed by unauthorized third parties. We are not responsible for the security and confidentiality of information when you: (i) use wireless

connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your wireless access device. You agree that any account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

- o. *Refusals, Funds Held.* We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Electronic Items and will not be liable for doing so even if such action causes outstanding checks or other debits to your Account to be dishonored and returned. Without limiting the foregoing, we shall be excused from failing to act or delay in acting, if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In the event of any of the foregoing failure or delays, you acknowledge that you may instead deposit directly with us any Original Paper Items for processing and presentment provided such Original Items have not been previously imaged and processed in connection with the Services.

7. Bill Pay Service. You may choose to add Bill Pay and use your PC to electronically schedule payments with the Service. Payments may be made only from a checking account or money market checking account. If you link more than one checking account to the Service, you must specify which account you wish to use in making payments. You may not initiate payments from a checking account that requires more than one signature for withdrawals or from a Savings or Certificate of Deposit account. Specific terms and conditions related to this service are outlined in the Bill Pay enrollment process.

8. Account Alerts Service. You may have the ability to set up the account notifications feature which is a convenience feature that permits you to request automated notification of specific situations. You are responsible to input accurate information to set up the account notifications. Alerts do not replace standard communications you receive from us concerning your accounts. Alerts may be sent via e-mail or in an online message box within the Service, or by text message. E-mail alerts will be sent to the e-mail address you provide in creating the alert. If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any Alert; (b) inaccurate content in an Alert; (c) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. You will manage the types and timing of your Alerts and the Alerts may be stopped or suspended by you at any time. You are responsible for any fees assessed by your Internet and mobile service provider of any kind.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account-to-Account Transfers Additional Terms. The Account-to-Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit

any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft account;
 - 2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
 - 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed, and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.
- c. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- d. "Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.