



## Online/Mobile Banking, Mobile Deposit and Bill Payment Agreement & Disclosure

### What this Agreement Covers

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This Agreement between you and GNBANK governs the use of Online Banking, Mobile Banking, Mobile Deposit, and Bill Payment services described herein. The Services permit GNBANK customers to perform a number of banking functions on accounts linked to the Service through the use of the banks website or mobile banking app. For the purpose of this document, “us,” “we,” “our” or “the Bank” shall refer to GNBANK. “You,” “your” or “Customer” shall refer to each owner of the Account or Accounts which will be accessible through the Service. Whenever “you” refers to more than one person with respect to any such account or relationship, the obligations and agreements applicable to you under this Agreement shall be deemed to be joint and several.

### Accepting the Agreement

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The first time you access any of your accounts through GNBANK Online Banking (Jack Henry & Associates Inc. also referred to as “Banno” and “Banno Business”) you will be required to confirm your agreement to be bound by all the terms and conditions of this Agreement, and acknowledge your receipt and understanding of this Agreement.

### Relation to Other Agreements

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Your use of GNBANK Online Banking may also be affected by your agreements with us for your linked deposit and loan accounts. When you link accounts to GNBANK Online Banking, this does not change the agreement you already have with us on those accounts. For example, when you use GNBANK Online Banking to access a deposit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the deposit account. You should review those agreements for any limitations on the number of transfers you can make, and for other restrictions which might impact your use of an account with the GNBANK Online Banking services.

### GNBANK Online Banking Service

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To access all of the features and services offered by Online Banking, sign in directly through our web site at [gnbank.com](http://gnbank.com). Note: If you access Online Banking through GNBANK’s downloadable Mobile Banking Application (Mobile Banking App) all the features of Online Banking may not be available. Within Online/Mobile banking, you can also access optional services such as Bill Payment or Mobile Deposit. Please refer to this Agreement, the account agreement, or fee schedule for information on fees for optional services.

Transactions and functions available through Online Banking and/or the Mobile Banking App may include but are not limited to:

- View balances and transactions for your checking, savings, health savings, time deposits, IRAs, and loans.
- Transfer funds between your linked GNBANK deposit accounts on either a one-time or recurring basis, including payments to a linked loan or mortgage.
- Transfer funds to an account at another financial institution (external transfer).
- View and print check images and statements,
- Export your account information to Quicken®, or other popular personal financial management software.
- Order personalized checks
- Enroll in and use Online Bill Payment, including person to Person (P2P) transfers via Online Bill Payment
- Mobile deposit checks by capturing an image of checks and delivering the images and associated deposit information to Bank
- Set up Alerts and control the status of your GNBANK debit card through Card Management

- Create and send invoices (Autobooks®)
- Accept payments with card or electronic transfers (Autobooks®)
- Personal finance tool (Money Manager)
- Open a consumer checking, savings or time deposit account.

*Some of the above services may not be available from certain accounts or customers, or if you access Online Banking through our Mobile Banking App.*

## Description of Online/Mobile Banking Services

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**Balance information:** We update account information multiple times during the day. The account balance for deposit and loan accounts will reflect all credit and debit information as updated periodically during the banking day. The balance figure includes funds that are subject to the Bank's funds availability policy and may include funds that are not available for immediate withdrawal or transfer. The Bank is not obligated to honor transfer requests. The Bank may in its sole discretion refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal.

## Transfer of Funds

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- Transfers can be made in two ways; a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfers from a checking to a savings account which occurs every two weeks.
- Transfers can be made from a linked checking or savings account to most linked Bank accounts.
- Transfers from a deposit account are immediately reflected in the account's available balance.
- Transfers scheduled for a weekend or a non-bank business day will be processed on the following bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.
- Funds transferred as a payment to a loan or mortgage account before 6:30 PM CST/5:30 PM MT will be credited with the date the payment is submitted. Transfer payments submitted after 6:30 PM CST/5:30 PM MT will be credited with the next business day's date.
- Funds transferred to a deposit account prior to 6:30 PM CST/5:30 PM MT on a business day will appear with the same day's date in the deposit account transaction history.
- Transfers to another financial institution account made after 4:00 PM CST/3:00 PM MT on a business day will not be subtracted from balance available to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions at night, they will appear with our next business day's date in the deposit account transaction history.
- Please note, immediately requested transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history.
- If you fail to notify us within 30 days after you received notice of any unauthorized or erroneous transfer, we will not owe you any interest on the amount in question even if we are otherwise liable to you in connection with the transfer or other communication or is obligated to credit you for the amount of the transfer or any portion thereof, nor will we be liable for any other losses resulting from your failure to give such notice with respect to a transfer shown on such periodic statement. If you fail to notify us of any such discrepancy within one (1) year, you shall be precluded from asserting such discrepancy against us.

## Transfer Authorization and Sufficient Available Funds

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- You authorize the Bank to withdraw, debit, or charge the necessary funds from your designated account in order to complete all of your designated transfers.
- The completion of a transfer is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either

case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details.

- At our option, we may make a further attempt to process the transfer request.
- The Bank is under no obligation to inform you if it does not complete a transfer because there are not sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Internet Banking.

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## Canceling Transfers

You may request to cancel a recurring or future-dated transfer by contacting our branch nearest you or call us at (888)675-8223. We must receive your request one (1) bank business day or more before the transfer is scheduled for processing.

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## Our Liability for Failure to Cancel or Stop the Transfer

If you attempt to cancel a transfer in accordance with the above instructions and we do not do so, we will be liable for your actual losses or damages. However, we will not be liable for any special, consequential, incidental or punitive losses, damages, or expenses in connection with this agreement or the service, even if we have knowledge of the possibility of the loss, unless such liability is mandated by law or regulation. We will not be liable for any act, failure to act or delay in acting, if it is caused, in whole or in part, by any circumstance beyond our reasonable control.

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## Accounts Linked to Your Internet Banking Services

When you first set up your Online ID, we will link all of your eligible Bank accounts. If you open an additional eligible account at a later date, we will link your new account to Internet Banking, unless you instruct us not to do so. If you want to limit the accounts linked, contact our branch nearest you or call us at (888)675-8223 and a representative will discuss the available options with you.

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## E-mail Messages

While access to Bank through the e-mail function of the Services is “online,” messages sent to Bank through e-mail may not be reviewed by Bank personnel immediately after they are sent. If immediate attention is required, Customer must contact Bank by telephone or in person or through some other procedure not using the Services. Customer’s e-mail messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, e-mail messages will not serve as a substitute for any requirement imposed on Customer to provide Bank with “written” notice. Furthermore, the Service may not be used to place a stop payment on a check.

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## Fees

There is no monthly service charge for consumers to use GNBANK’s Online Banking or the GNBANK Mobile App. For businesses using GNBANK’s Business Online Banking services there is a monthly service fee. See GNBANK Fee Schedule for Business Online Banking monthly service fee.

Transfers made to another financial institution (external transfers) will be charged a fee that is disclosed at the time it is scheduled. Bill Pay transactions may have fees charged for special delivery requests that are disclosed at the time the transaction is scheduled. There is also a non-use fee after 3<sup>rd</sup> month of inactivity. See the GNBANK Fee Schedule for various fees. You may incur charges for normal account fees, processing and service charges. All charges are subject to change. We will provide notice of a change as required by law.

You authorize Bank to deduct any such fees from any Bank account in your name.

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## Business Days

For purposes of the Services, our business days are Monday through Friday, excluding Federal Reserve Bank holidays.

## Service Hours

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GNBank Online Banking services are available 24 hours a day, 365 days a year. There may be occasional periods when the system is shut down for routine maintenance, upgrades, or other events beyond our control. A bank representative is available from 8:00 AM CST to 6:00 PM CST, Monday through Friday, excluding Federal Reserve Bank holidays. You may also write us at:

100 E. Forest Ave  
PO Box 67  
Girard, KS 66743

## Joint Accounts and Authorized Signers

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When your GNBANK Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer regarding your service.

## Acceptance of these Terms

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Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. You will be prompted to accept the Agreement the next time you use the Services after Bank has made any change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services.

We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Services. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

## Cancellation of Online/Mobile Banking Services

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Your Online/Mobile Banking service remains in effect until it is terminated by you or the Bank. If you do not log in to your GNBANK Online Banking for a period of 12 months, your online banking account will be terminated. You may cancel the Service at any time by notifying us of your intent to cancel in writing or calling (888)675-8223. Any account owner may terminate the Service. This cancellation applies only to the Service and does not terminate your accounts at GNBANK. We may terminate your participation in Online/Mobile Banking Service for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

If your Internet Banking services are cancelled, any unprocessed transfers will be canceled. If you use the Online Bill Pay services, a termination of your Internet Banking service will also terminate your Online Bill Pay service. Any unprocessed payments using the Online Bill Pay service will be canceled. We recommend that you cancel any scheduled payment prior to notifying us that you are discontinuing the Internet Banking service. The Bank will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or it's no longer linked to your service, your Internet Banking service will end, and any unprocessed payments or transfers will be canceled.

## Contact by GNBANK or Affiliated Parties

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No employee of GNBANK, or company affiliated with GNBANK's Online Banking Service will contact you via E-mail or phone requesting your Online User ID and password. If you are contacted by anyone requesting this information, please call or visit one of our branches immediately.

## Account Statements

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We report your Internet Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

## Reporting Unauthorized or Erroneous Transactions

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You agree to notify us promptly, if you detect unauthorized or erroneous transactions on any of your accounts. Please contact our branch nearest you or call us at (888)675-8223

Contact us immediately if you think:

- Your statement, payment, or a transfer purportedly made on your behalf or charged to your account was not authorized by you, was erroneous or was executed improperly;
- A deposit made to your account was not authorized by you, was erroneous;
- You need more information about a transaction listed on your statement;
- An unauthorized person has discovered your Internet Banking passcode;
- Someone has transferred or may transfer money from your account without your permission;
- Bill payment transactions have been made without your authorization.

For Consumer Accounts Only: Tell us AT ONCE if you believe your passcode has been lost or stolen, or if you believe that a transaction has occurred on your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within 2 business days after you learn of the loss or theft of your passcode, you can lose no more than \$50 if someone used your passcode without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your passcode, and we can prove we could have stopped someone from using your passcode without your permission if you had told us, you could lose as much as \$500.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing or via secure online e-mail within ten (10) bank business days. Please include the following:

- Your name and account number;
- The date and dollar amount of the transaction in question;
- The name of the Payee if the transaction in question is a payment;
- The transaction number assigned by Internet Banking, if available; and
- A description of the transaction about which you are unsure.

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 bank business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days (90 days for new accounts) to investigate your complaint or question. In this case, we will provisionally credit your account within 10 bank business days (20 bank business days for new accounts) for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your letter in 10 bank business days, we reserve the right not to provisionally credit your account.

If we conclude there was an error, we will send you a written explanation within three (3) bank business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

## Account Liability for Unauthorized Online Account Use

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Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

Please refer to the *Consumer Liability* section of your *Electronic Funds Transfer Disclosure and Agreement* for our liability policy. As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services,

and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s).

If you have any concerns or suspicions that an unauthorized person has gained access to your account through online services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information for security issues related to your use of Online Services is provided below

**Address:** 100 E Forest Ave

PO Box 67

Girard, KS 66743

**Phone:** (888)675-8223

**Email:** [csgnbank@gn-bank.com](mailto:csgnbank@gn-bank.com)

## Financial Institution's Liability for Failure to Complete Transactions

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If we don't complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your GNBANK Ready Reserve account) to cover the transaction or transfer.
- If the Online Banking Services wasn't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer, despite reasonable precautions we've taken.
- If there are postal delays or processing delays by the payee.
- If a legal order directs us to prohibit withdrawals from the account.
- There may be other exceptions in our agreement with you.

**Bill Payment Services** –The Bank will not be held liable if, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.

## Disclosure of Account Information

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We will disclose information to third parties about your account or your transactions:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with a government agency or court orders or with the request of a federal regulator.
- If you give us your permission.
- With our affiliates as permitted under Federal and applicable state laws.
- On a closed account, if we reasonably believe you have mishandled it.

For more information about our privacy and security practices and a link to our Privacy Policy for Consumers, go to our website at: [gn-bank.com](http://gn-bank.com)

## Offer of Services through Affiliates or Third Parties

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Bank has the right to offer the Services through an affiliate or unrelated third party. In order to provide the Services to Customer through this type of arrangement, Customer authorizes Bank to disclose information on Customer's accounts and services to the affiliate or third party who provides the Services.

## Entire Agreement

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This Agreement contains the entire agreement between Bank and Customer with respect to the matters covered herein. No other agreement, statement or promise made by any party hereto or by any employee, officer, or agent of any party hereto that is not in writing and signed by the parties is binding.

## Notices

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Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement shall be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to Customer's address as it appears on the Bank's computer file. Or, if to Bank, addressed to the branch of account origin, Attention: Community Bank President unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by Bank.

## Choice of Law; Attorney's Fees

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This Agreement is governed by the laws of the State of Kansas. The successful party in any such action shall be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorney's fees and cost incurred by it in prosecuting or defending such action.

## Severability

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If any provision herein, or part thereof, is held to be invalid, illegal or unenforceable, the remainder of the Agreement, or other parts or applications of such provisions, shall not be affected thereby.

## Assignment

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No assignment hereof may be made by Customer without the prior consent of Bank.

## Provisions Applicable to Businesses

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- ***Protecting your Password***

You agree that we may send notices and other communications including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that GNBANK will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your password secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your Password even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

- ***Acknowledgment of Commercially Reasonable Security Procedures***

By using Internet Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

- ***Limitation of Bank's Liability for Business Customers Only***

If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on

which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEY'S FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

- **Additional Services for Businesses**

We offer businesses the ability to create multiple Online IDs, each with the access level you designate. In some circumstances, we also permit you to link the accounts of other businesses you own or control.

## Indemnification

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You shall indemnify, defend and hold us harmless from any and all loss, liability, cost, charges or other expenses (including reasonable attorney's fees) which we may incur or be subject to, arising out of or related directly or indirectly to the performance by us of our obligations here under.

## Mobile Deposit Capture User Agreement and Disclosure

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This Mobile Deposit Capture User Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Mobile Deposit Capture Services ("Services"). It also describes the rights and obligations of GNBank ("Bank"). Please read this Agreement carefully.

## Description of Application

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The Mobile Deposit Capture Services is designed to allow you to make deposits to your checking, savings, or money market savings accounts using compatible and supported mobile phones and/or other compatible and supported wireless devices by capturing an image of checks and delivering the images and associated deposit information to Bank via our Mobile Banking application provided to you through our Online Banking Services.

## Limitations of Service

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When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, immediately and at any time without prior notice to you.

## Hardware and Software

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In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. Bank is not responsible for any third party software you may need to use the services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. In order to use the Mobile Deposit Services option you must download and install the GNBank Mobile Banking App to a cellular telephone or tablet.

## Compliance and Indemnification

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You agree to use the products and Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations.

Any image of a check that you transmit using the Services must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.

You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

In the event any item that you transmit for remote deposit that is credited to your account is dishonored, you authorize us to debit the amount of such item from your account plus fees.

You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at Bank branches or by mailing the original check to Bank at your branch's address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit.

Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction.

You make the following warranties and representations with respect to each image of an original check you transmit when utilizing the Services:

Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.

You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.

You have not knowingly failed to communicate any material information to us.

You have possession of each original check deposited using the Services and no one will submit, or has submitted, the original check for payment.

Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error or breach as set forth below.

## Eligible Items

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You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Regulation CC”). When the image of the check transmitted to Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

## Endorsements and Procedures

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You agree to restrictively endorse any item transmitted through the Services as “For Deposit Only” or as otherwise instructed by Bank. You agree to follow any and all other procedures and instructions for use of the Services as Bank may establish from time to time.

## Availability of Funds

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You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Services is received and accepted before 5:00 p.m. CST / 4:00 p.m. MST on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the next business day from the day of deposit.

## Deposit Limits

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We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Daily and monthly deposit limits may vary for users of other Services.

## Errors in Transmission

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By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

## Image Quality

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The image of an item transmitted to Bank using the Services must be legible, as determined at the sole discretion of Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

## Retention and Disposal of Checks

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You agree to securely preserve and protect each Original Check for a period of 7 days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an item, you agree to indicate its presentment via electronic means directly on the Original Check. At the expiration of the 7 day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a check image after presentment to us is your responsibility and you will be solely liable for any resulting loss.

## Presentment

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The manner in which the items are cleared, presented for payment, and collected shall be at Bank’s sole discretion subject to the Agreement governing your account.

### User Warranties and Indemnification

You warrant to Bank that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.

- d. All information you provide to Bank is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor which may impair the collectability of the item.
- g. You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision.

## Cooperation with Investigations

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You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Services in your possession and your records relating to such items and transmissions.

## Termination

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We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement.

## Enforceability

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We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## Legal Compliance and Export Restrictions

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You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Services and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

## Limitations of Liability

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You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use of or the inability to use the Services, incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of these Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Bank has been informed of the possibility thereof.

## Warranty Disclaimer

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We cannot foresee or anticipate all technical or other difficulties related to the application or Services. These difficulties may result in loss of data, personalization settings or other application interruptions. We assume no responsibility for any disclosure of account information to non-parties, the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of the application.

We assume no responsibility for the operation, security, functionality or availability of any computing device or network which you utilize to access the application or use Services. You agree to exercise caution when utilizing the application on your computing device and to use good judgment and discretion when obtaining or transmitting information.

The Services and application provided hereunder is provided "as is," with all warranties disclaimed, including all express or implied warranties, or merchantability, fitness for a particular purpose, and any similar warranty whether said warranty arises under provisions of any law of the United States or any state thereof. There are no representations or warranties that the software is free of rightful claims of any third party for infringement of proprietary rights. The entire risk associated with the use of the Services and licensed application shall be borne solely by you.

There is no warranty that the Services and application will meet your requirements, that access to the Services will be uninterrupted, timely, secure, error free, or that any defects in the Services and application will be corrected. You acknowledge that any data or information downloaded or otherwise obtained or acquired through the use of the Services and application are at your sole risk and discretion and we will not be liable or responsible for any damage to you or your property. You acknowledge that it is your responsibility to follow proper backup procedures to protect against loss or error resulting from use of the Services and licensed application.

No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in this agreement.

Some jurisdictions do not permit the disclaimer of certain implied warranties, so certain foregoing disclaimers may not apply to you.

## JH DIGITAL BANKING TERMS OF USE

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The primary provider for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "JH", "we" or "us"). By enrolling in our Service, you agree to these terms of use (the "Agreement"). Please read this Agreement carefully before using the Service. The Service includes the Software and the App as defined below. This Agreement applies to both the consumer version of the Service and App ("Banno") and the business version of the Service and App ("Banno Business").

By enrolling in, accessing or using the Service, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between JH and you, the user. If you are using Banno Business on behalf of a company or other organization, such company or organization will also be considered a party to this Agreement and you represent and warrant that you have the authority to bind such company or organization to this Agreement. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION 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.

**(i) General.** JH is not the provider of any of the financial services available to you through the Service and JH is not responsible for any of the materials, information, products or services made available to you through the Service. You acknowledge and agree that JH is the owner of all right, title and interest in the online and/or mobile technology solution 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 (together, the "Software").

You may not use the Software unless you have first accepted this Agreement. Subject to the terms and conditions of this Agreement, we grant you a subscription to use the Software (in machine readable object code form only) in accordance with this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale or license of the Software. All rights not expressly granted to you by this Agreement are reserved by JH. Nothing in this Agreement will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This subscription may be terminated at any time, for any reason or no reason, by you or JH. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or are otherwise in your possession or control. You will not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) engage in any screen scraping or data mining of the Software; (v) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright; or (vi) use the Software to train any generative artificial intelligence application. The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern. You agree to use the Service, the App and the Software in compliance with applicable laws and for your own personal use only or, if you are a subscriber of Banno Business, only for your use on behalf of your business or organization for its internal business purposes.

**(ii) Privacy.** JH may access personal information while you use the Service. JH may access records held by your financial institution for such information as your phone number, home address or email address. JH will use this contact

information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, JH will use the phone number to pre-populate forms that expect a personal phone number for contacting you. If you grant permission to use your device's location, JH will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, JH will use that information to add an image to a transaction, to attach a document to chat, and add a photo to your profile. If you grant permission to use a camera, JH will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. Our privacy practices regarding your personal information can be found in our privacy policy located at <https://www.jackhenry.com/privacy-policy> (the "JH Privacy Policy"). If you are a subscriber of Banno Business, business-to-business exceptions in certain privacy laws may apply to your information. In addition to the JH Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution. In the event of conflict between the JH Privacy Policy and your financial institution's privacy policy, your financial institution's privacy policy will control. Under applicable privacy laws, you may have certain rights such as the right to collect your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Please see your financial institution's privacy policy if you wish to make any requests under these rights. JH acts as a processor or service provider to its financial institution customers who act as controllers of your personal information and are primarily responsible for handling such requests. We will cooperate with any privacy rights requests we receive from your financial institution. If you use the Service to make bill payments or engage in transactions with other companies, those companies should also have a privacy policy that addresses the use of your personal information and your privacy rights.

**(iii) Source of Information.** The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). JH does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

**(iv) Your Responsibility for Information.** You are responsible for providing JH with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately. Text messaging services may be provided by your financial institution. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

**(v) Your Account.** If you use the Service, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your Account or password. Make sure to log out of your Account when you are finished using the Service. If your status as a user of the Service is terminated, you will (i) stop using the Service and any information obtained from the Service, and (ii) destroy all copies of your account information, password and any information obtained from the Service. We encourage you to use strong passwords that use a combination of upper and lowercase letters, numbers and symbols, contain at least ten characters and are not used by you with other services or websites. You agree to provide accurate information when you register. You will immediately notify us of any breach of security or unauthorized use of your Account. We will not be liable for any losses or other damages caused by any unauthorized use of your Account. We may delete your Account and any data in your account at any time and move the location where we store your Account information in our sole discretion. We may suspend your Account and use of the Service at any time for any reason including any potential security threat or fraud. You grant us a perpetual, irrevocable, non-exclusive, sublicensable, transferable and royalty-free right to use, store, copy, transmit and modify any data you submit on the app and you represent and warrant to us that you have the right to provide such data.

**(vi) Rights You Grant to JH.** By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to JH through the Service, you are voluntarily supplying that content to JH for the purpose of providing the Service to you. By submitting such information to JH, you represent that you are entitled to submit it to JH for use for this purpose, without any obligation by JH to pay any fees. By using the Service, you expressly authorize JH to access your Account Information maintained by identified third parties, on your behalf as your agent. When you

use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. JH will submit information including user names and passwords that you provide to log you into the site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and 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. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

**(vii) 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. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves 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. Furthermore, because the JH Privacy Policy is applicable only when you are on the Service or our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

**(viii) No Unlawful or Prohibited Use.** As a condition of your use of the Service, you warrant to JH that you will not use the Service for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use the Service automatically terminates. You will not without our prior written permission use any computer code, data mining software, "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. You will not republish JH content or other content from the Service on another website or app or use in-line or other linking to display such content without our permission. You will not introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service. You will not use the Service for benchmarking purposes, use another Service user's account, reverse-engineer the Service or use the Service to develop any competing product or service. You will not identify us or display any portion of the Service on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights or refer to JH or the Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of the Service under this Agreement, without JH's express written consent. If you are under the age of 13, you are not permitted to use the Service.

**(ix) Mobile Devices.** To use the mobile app provided with the Service (the "App"), you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. You are responsible for any message and data rates from your mobile service provider when you use the App. You must comply with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. If you download the Mobile App from the Apple App Store, you acknowledge and agree that this 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 this Agreement and any law applicable to us 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 this Agreement 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 this Agreement. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement 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 and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App against you as a third-party beneficiary.

If you download the App from the Google Play Store: (i) you acknowledge that the Agreement is 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 this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to the App.

**(x) Consent to Use of Data.** You agree that JH may collect and use data and information about you, your device, system and application software, and peripherals, that is gathered through your use of the Service to facilitate the provision of software updates, product support, product enhancements and other services (if any) related to the Service. JH may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

**(xi) 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, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**(xii) 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 OR THE APP, 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, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**(xiii) Analytics.** To assist JH in maintaining and improving this application, JH uses multiple analytics and logging platforms to gather information about 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, and how they found the Service. Analytics platforms generally do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information, although they may use anonymized identifiers. The information helps JH improve the performance of this Service for you. More information on analytics services, including analytics cookies, can be found in the JH Privacy Policy.

**(xiv) Dispute Resolution.** You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service or this Agreement 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); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest to you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) 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; (7) The arbitrator will not have the power to award punitive damages against any party; (8) 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 (9) 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.**

**(xv) Miscellaneous.** This Agreement constitutes the entire agreement between you and JH concerning the subject matter hereof. This Agreement 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 of that portion of this Agreement 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 this Agreement 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, the App or this Agreement 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. This Agreement 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.