



CONSUMER ONLINE BANKING AGREEMENT

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of CCBank's "OLB" online consumer banking service (hereinafter "OLB," the "OLB Service," or the "Service") and the various banking services available through OLB (collectively, the "Services"). It also describes the rights and obligations of CCBank ("Bank"). Please read this Agreement carefully. By requesting and using one of these services, you agree to comply with the terms and conditions of this Agreement.

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I. **Definitions**

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with legal authority to act for the Bank account owner with respect to a Bank account;
2. "Banking Holidays" include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
3. "Bank Business day" includes any weekday that is not a Banking Holiday.
4. "ISP" refers to your Internet Service Provider;
5. "OLB" or the "Service" is the Internet-based service providing access to your Bank account(s);
6. "Online Account" means the Bank account from which you will be conducting transactions using OLB;

7. "Password" or "User Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to OLB;
8. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
9. "Time of day" references are to Eastern Time;
10. "User ID" is the Bank-generated identification code assigned to an individual user for connection to OLB.
11. "We", "us", "our", or "Bank" refer to CCBank, which offers OLB and which holds the accounts accessed by OLB; and
12. "You" or "your" refers to the owner of the consumer account(s) accessed through OLB or the authorized representative of such owner.

II. Access to Services

Instructions for users are contained online in OLB. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your User ID, and User Password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of OLB may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For the purposes of transactions, the Bank's Business days are Monday through Friday, excluding Banking Holidays and weekends. The Bank's hours of operation are from 8:30 a.m. to 5:00 p.m. from Monday to Thursday, and 8:30 a.m. to 6:00 p.m. on Friday. Unless otherwise indicated in this Agreement, all OLB transaction requests received after 6:00 p.m. on Bank Business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next Bank Business Day.

III. Banking Transactions with OLB

Designation of Accounts. You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire transfer or ACH services, for example, you will need to specify the account from which transfers should be made.

Access to Account Data. Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of the Bank Business Day, some transactions may not be reflected in the system until the next Bank Business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact any branch for loan and deposit information.

IV. Reliance on Third Parties

Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any



third-party network is unavailable or we determine, in our discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

V. **OLB Fees**

The Bank offers the benefits and convenience of OLB to you free. The Bank reserves the right to charge fees for OLB in the future.

VI. **Bank Statements**

You will continue to receive your regular account statement in paper form. However, you will have the option to sign up for online electronic statements ("e-Statements") which will allow you to view your account statement(s) electronically through OLB in lieu of receiving paper statement(s). If you choose to receive your statement(s) electronically, you will no longer receive your paper statement(s) in the mail.

To print or download online statements or disclosures, you must have a printer connected to your PC or sufficient hard-drive space to save the statement or disclosure.

NOTE: Viewing your linked Bank account(s) history online is NOT the same as viewing your account statement(s) online. The e-Statement service is an independent service within OLB that allows you to view your statements electronically vs. receiving paper statements in the mail. You will be able to view account history in OLB **with or without** Online Statements. The e-Statement service will provide your account statement history for 12 months.

VII. **Use of Your Security Password**

1. Protecting Your Password. You are responsible for keeping your User ID and User Password (User ID(s) and Password(s) are collectively known as your "Security Code") and OLB account information confidential. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to:
 - keep your User ID and User Password secure and strictly confidential, and provide them only to authorized signers on your account(s);
 - not send privileged account information (account number, Password, etc.) in any public or general e-mail system;
 - not leave your PC or other Internet access device unattended while you are in the Bank's OLB Site;
 - change your Passwords on a regular basis;
 - change your temporary Passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services;
 - instruct any authorized person to whom you give your User ID and User Password, that he or she is not to disclose such information to any unauthorized person;

- if you believe your Password has been lost or stolen, or may become known to an unauthorized user, use the Password change feature within the OLB section of the site to change your Password;
 - If you believe your Password has been lost or stolen, or may become known to an unauthorized user, or if you suspect any fraudulent activity on your account, call the Bank immediately at 801-763-5066 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability.
2. Communications Involving Password Information. You agree that we may send notices and other communications, including Password confirmations, to the current address shown in our records, whether that address includes a designation for delivery to the attention of any particular individual. You further agree that the Bank 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 residence.
 3. Changes to Security Passwords. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.
 4. Transaction Limits. You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.
 5. Liability for Unauthorized Transactions. **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.

VIII. **Electronic Mail (E-mail)**

If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice and reserve the right to reject any transaction or request received by e-mail. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

1. NOTE: E-mail transmissions to the Bank are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system or the e-mail system on the OLB website.

IX. **Equipment and Software**

A personal computer with access to the World Wide Web is required to use OLB. To ensure you have the best experience using OLB and get the most current security features to protect your personal and account information online, we ask that you use a Web browser that supports strong encryption and contains a high level of security. Our site is optimized for use with certified/recommended browsers and operating systems. If you use a different browser or operating system, you may not be able to take full advantage of all the features of the site. Recommended browsers and operating systems include:

Browser

Edge
Google Chrome
Mozilla Firefox
Apple Safari

Operating System

Windows – 7, 8, 10, 11
Mac – OS X

Mobile Applications:

iPad iOS
Android

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. The Bank is not responsible for any electronic viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

Computer hardware and software product questions in general should be directed to the hardware or software manufacturer.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, User Guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

X. **Transfer of Funds**

1. Description of Service. In addition to viewing account information, you may use OLB to conduct the transfer of funds among your accounts. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts, and money market accounts.
2. Scheduling Transfers. Transfer requests made after 6:00 p.m. MT on a Bank Business Day, or on a Saturday, Sunday, Bank or federal holiday, may be processed the next Bank Business Day. Scheduled (i.e., future dated) or recurring transfers scheduled for a weekend, or a non-Bank Business Day will be processed on the prior Bank Business Day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the Bank Business Day requested.

3. Canceling Transfers. You cannot cancel a one-time immediate transfer after it has been submitted through OLB and the information has been transmitted to us. Future dated and recurring transfers can be cancelled prior to 6:00 p.m. MT on the Bank Business Day prior to the date the transfer is scheduled to be made.
4. Erroneous Transfers/Overpayments. In the event funds are mistakenly or erroneously transferred to your account from an account owned or controlled by another person(s) or entity (or the amount of such funds exceeds the proper amount of such transfer), you agree that we may withdraw such funds (or any amount in excess of the proper amount of such transfer) from your account to rectify such error or mistake.
5. Restrictions. The Bank places transaction limitations on certain types of accounts. The following limitations apply:
 - Savings account. You can make no more than six (6) transfers per statement period; by preauthorized or automatic transfer or by telephone or OLB.
 - Money Market account. There is a limit of six (6) withdrawals in a monthly statement cycle if the withdrawal are by check, debit, card, or preauthorized, made by telephone, or made by an online or mobile transfer of funds. If you make more than six limited withdrawal in a statement cycle, you will incur a fee of \$15.00 for each excess withdrawal. However, you may make an unlimited number of withdrawals from your account in person, by ATM, or by mail.

XI. **Bill Payment Service**

1. Description of Service. The OLB bill payment service ("Bill Payment Service") permits you to use your Internet-enabled device to direct payments from your designated Bank account ("Bill Payment Account") to third parties you wish to pay. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Your Bill Payment Account must be a primary checking account. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict certain types of payees to whom payments may be made. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. The Bank shall not be liable for any losses or damage incurred due to delayed or improperly processed or credited payments for these payees.

2. Payment Methods. You authorize us to make payments in the manner we select from the following methods:
 - Electronic Transmission. Most payments are made by electronic transmission (i.e., Automated Clearing House ACH transactions).
 - Check. This is a check drawn on your account. If the payee on a check fails to negotiate the check within 90 days, we will stop payment on the check.
 - Account Check. This is a check drawn on your deposit account based on your authorization under this Agreement.
3. Scheduling Payments. Funds must be available in your Bill Payment Account on the scheduled payment date. After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. In the event the payment is made by check, the funds will not be withdrawn from your account until the Payee negotiates the check and instructions to pay it are received from the other institution. You may choose to

schedule payments to recur in the same amount at recurring intervals, i.e., weekly, monthly, or semi-monthly. **When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To ensure timely payment, you must schedule payments and your account must be in good standing prior to the payment due date (assuming we inform you that the earliest available delivery date falls on or before the payment due date). If you do not follow these time frames, you will be fully responsible for all late fees, finance charges, or other actions taken by the payee.** If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to reverse any late fees or charges.

4. Non-Sufficient Funds. If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited from your account, the Bill Payment Service will automatically block future use of the Bill Payment Service until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process the payment. In all cases, you are responsible for contacting the Bank's OLB service department at 801-763-5066- to either make alternate arrangements for the payment or rescheduling the payment through OLB. In the case of recurring payments, only the payment currently scheduled will be impacted. Recurring payments scheduled for future dates will not be affected.
5. ACH Returns. An account for which an ACH return is received will be flagged. Until the return is resolved, subsequent payments from the account may be paid via check even if they had previously been paid electronically. Repeated returns (for example, repeated NSF's) will result in suspension of ACH payments for the account owner(s).
6. Cancelling or Changing Payment Instructions. Payments can be changed or cancelled from the Pending Payments section up until the time the payment process is initiated. You can determine this by looking under the payment amount and payment date in the Pending Payments section. If the Change or Cancel buttons show for a given payment, you have the option to make changes or cancel the payment entirely. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee.
7. No Signature Required. When any Bill Payment Service or other OLB service generates items to be charged to your account, you agree that we may debit your Bill Payment Account without requiring your signature on the item and without prior notice to you.

- XII. **Stop Payment Service for Checks** You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time to time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing within 14 days of an oral or electronic stop payment order, or within seven (7) days of the Bank's request, whichever is later. After six (6) months, any stop payment will terminate and must be renewed to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order. You will incur stop payment charges as disclosed in your account agreement with us.



XIII. **Wire Transfer Service** If you are approved for this Service, you can provide us with electronic instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions.

1. Security. You agree that any wire transfer request ("Request") acted upon by Bank in compliance with its security procedures, whether authorized by you, shall be treated as your authorized Request. You acknowledge that the Bank reserves the right to change its security procedures from time to time.
2. Recording and Records. If Bank's records about a Request are different than your records, Bank's records will govern. Bank's records include its written records and any tape recordings about wire transfers.
3. Fedwire Notice. Bank may use Fedwire when acting upon your Request. Any subsequent Bank may use Fedwire when carrying out your Request. The rights and obligations of Bank and you in a wire transfer intended to carry out your Request, any part of which is carried out through the use of Fedwire, are governed by the Federal Reserve Board's Regulation J.
4. Payment to Bank. Unless otherwise agreed to in writing, you must pay Bank the amount of the wire transfer, plus any applicable fees, before Bank will execute your Request. Fees applicable to wire transfers are posted in the Bank's fee schedule and are subject to change from time to time at the sole discretion of Bank. If Bank accepts a Request, Bank may receive payment by automatically deducting from any of your authorized accounts the amount of the payment order plus the amount of any expenses and charges for Bank services in execution of such Request. Bank is entitled to payment on the payment or execution date. Unless the Request specifies otherwise, the payment or execution date is the Bank Business Day on which the Bank receives the Request. The Request is completed upon acceptance by the beneficiary's bank. Your obligation to pay the Request is excused if the funds transfer is not completed, but you are still responsible to Bank for any expenses and charges for Bank services. However, if you instruct Bank to route the wire transfer through an intermediate bank, and Bank is unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay Bank for the Request. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.
5. Acceptance and Execution of Request by Bank. Your Request is considered accepted by Bank when Bank executes it. You acknowledge that the Bank maintains deadlines for accepting wire transfer requests. The deadline for the Bank's receipt of Requests involving wire transfers is 4:00 p.m. MT. If your Request is received prior to the deadline, it will be executed by Bank that Bank Business Day. Any Request received after the deadline may be executed the next Bank Business Day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank. No instructions or other restrictions limiting Bank's acceptance of your Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by you.
6. Rejection of Wire Transfer. Bank has no responsibility to accept any incoming wire transfer for your benefit. Likewise, Bank has a right to reject any Request for an outgoing wire transfer for any reason, including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request, or if Bank is unable to verify the authenticity of your Request. Bank will notify you by phone or mail if it rejects your Request. If Bank does not execute your Request, Bank is not liable to you for any damages, losses, liabilities, expenses or costs.
7. Cancellation or Amendment of Wire Transfer Request. You may not be able to cancel or amend a Request after it is received by Bank. However, Bank may at its discretion use

reasonable efforts to act on your Request for cancellation or amendment. This is provided so that the method by which you notify Bank of the request for cancellation or amendment complies with Bank's security procedures. However, Bank shall have no liability if such cancellation or amendment is not affected. Furthermore, you agree to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.

8. **Erroneous Requests.** You acknowledge and agree that when you provide Bank with a name and account number when requesting a wire transfer, that payment may be made solely based on the account number even if the account number identifies a beneficiary different from the beneficiary named by you. You furthermore agree that your obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Likewise, wire transfers received by the Bank for your benefit may be paid by Bank solely based on an account number. You agree that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.
 9. **Provisional Payment.** Credit Bank gives to you for a wire transfer is provisional until Bank receives final payment for the amount of the wire transfer. If Bank does not receive final payment for the wire transfer, you agree to refund to Bank the amount of the transfer.
 10. **Liability of Customer.** You shall be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by your current and/or former account users. Such liability includes, but is not limited to, instances when a current or former authorized account user affects one or more wire transfers to your detriment, or unauthorized account usage stemming from use of your Security Code.
- XIV. **Amending/Cancelling a Transaction** Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not affected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to affect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversal.
- XV. **Bank Rejection of Transactions** Notwithstanding any other language in this Agreement, we may refuse any transfer or payment instruction without cause or prior notice.
- XVI. **Cutoff Hours** A number of our Services are subject to processing cutoff hours (Mountain Standard Time): 4:00 p.m. for wire transfer orders; 4:30 p.m. for ACH transaction entries; and 5:00 p.m. for stop payment orders. Instructions received after the cutoff hour or on a non-Bank Business Day may be deemed received as of the next Bank Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.
- XVII. **Sufficiency of Available Funds**
1. You authorize the Bank to withdraw, debit, or charge the necessary funds from your designated Bank account on the delivery or transfer date you designate.
 2. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
 3. The completion of a transfer or payment is subject to the availability of sufficient funds (including any applicable overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment 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.

4. At our option, we may make a further attempt to issue the payment or process the transfer request.
5. The Bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-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 through use of OLB.

XVIII. **Acknowledgment of Commercially Reasonable Security Procedures** By using OLB, 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).

Creating and Managing Authorized Account Users

1. Creating and Managing Business Amin Users You may add additional users to your OLB Service and may provide each user with their own unique User ID and User Password. For each user, you may designate the activity level-Inquiry or Transactional-for each linked account. You agree that, by granting Transactional access, you will be allowing a user to transfer funds, perform account maintenance, view account transactions, and perform other services, such as stop payment, for the linked account. Inquiry access allows a user to view account transactions.
2. Notifications. As the owner of the account(s) linked to OLB, you are responsible for informing the Bank's OLB service department (by calling the phone numbers below) any time a person listed on the signature card for each linked account has had their authority revoked, as well as when new individuals are given such authority. You are responsible for the actions of persons who have had their authority revoked regarding the OLB Service until you give the Bank notice, and the Bank has had adequate time to act on such notice. Such notice must be given separately from any other notice given to other Bank departments, by calling us at 801-763-5066. You may also write us at:

CCBank
Attn: EBanking Department
ebanking@ccbank.com

XIX. **Term and Termination**

1. Term. This Agreement will become effective on the date you signal your consent to its terms by clicking the "I Accept" button and shall remain in full force and effect until termination in accordance with the following provisions.
2. Termination for Cause. We may immediately terminate your electronic banking privileges without notice to you under the following circumstances:
 - you do not pay any fee required by this Agreement when due; or
 - you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We may terminate your participation in OLB for any reason, including inactivity, at any time. We will try to notify you in advance in such case but we are not obliged to do so.



We will promptly notify you if we terminate this Agreement or your use of OLB for any other reason.

- C. Termination for Convenience. **To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s).** Your final charge, if any, for OLB will be assessed at the end of your statement cycle. You may notify the Bank regarding termination by telephone, e-mail, or by writing a letter, using the contact information provided at the end of this Agreement. You may also write a letter and give it to a customer service representative at any of the Bank's locations.

If you are not paying a monthly service charge for OLB, we may terminate this Agreement if you do not sign on to OLB during any consecutive 90-day period. If your OLB Service is terminated, you must contact us to have OLB activated before you will be able to schedule any transaction through OLB.

- D. Effect of Termination. If you choose to terminate OLB, any unprocessed payments will **not** be cancelled. **You must therefore cancel any prescheduled fund transfers prior to notifying us that you are discontinuing OLB.** The Bank will terminate the OLB Service within two (2) Bank Business days from the date we receive your request to discontinue OLB. However, the Bank will not be responsible for any unprocessed or scheduled payments that are made after you terminate OLB. Termination of OLB, by itself, does not terminate your Bank account or account agreements.

Electronic Funds Transfer Provisions for Consumers

- . Applicability. This Section XXI is only applicable to online electronic funds transfers that credit or debit a customer's checking, savings, or other asset account, which is subject to the Federal Reserve Board's Regulation E, "Electronic Funds Transfers." When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E, even if such exceptions are more favorable to the Bank. All terms that are not defined in this Agreement, but which are defined in Regulation E shall have the same meaning when used in this section.
- A. Your Liability. The following determines your liability for any unauthorized Electronic Funds Transfer ("EFT") or any series of related unauthorized EFTs:
- If you notify the Bank within two (2) business days after your Password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
 - If you fail to notify the Bank within two (2) business days after your Password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - the total of unauthorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
 - You must report an unauthorized EFT that appears on your periodic statement within 60 days of the Bank's transmittal of the statement. If you fail to make such a report, you will be liable for any unauthorized EFT that occurs after the 60-day period and before you reported unauthorized EFT activity to the Bank; assuming we could have stopped the unauthorized EFT had you notified us during the 60-

day period. You will also be liable for the amounts as described in sections 1 and 2 above. If a good reason (such as a long trip or hospital stay) kept you from reporting an unauthorized EFT, we may extend the time periods.

- When you give someone your User ID and Password, you are authorizing that person to use your Online Service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, only transactions that person performs after the time you notify us are unauthorized.

B. Reports.

- If the report is made orally, we will require that you send the complaint or questions in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error occurs within 30 days after the first deposit to the account was made or if it involves an electronic funds transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). We will send you a written explanation of our findings within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
- You may notify the Bank by telephone or in writing. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call **801-763-5066** or write us at: **Attn: Ebanking Department 1909 W State Street Pleasant Grove, UT 84062** We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number
- A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error and date on which it occurred.

Warranty Limitations

We make no representation that OLB is or will be uninterrupted or error-free. Our sole obligation to you for lack of availability or any interruption of OLB is to use commercially reasonable efforts to resume OLB. THIS IS OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR DIRECT DAMAGES ARISING FROM OR RELATING TO ONLINE BANKING, EXCEPT TO THE EXTENT STATED IN THIS AGREEMENT OR OTHERWISE REQUIRED BY LAW. WE MAKE NO WARRANTIES TO YOU REGARDING THE OLB SERVICE OR ANY ONLINE BANKING SERVICES ACCESSED THROUGH OLB, AND WE DISCLAIM ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

Liability

- . Our Liability. This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your OLB Service accounts. Unless otherwise required by applicable law, we are only responsible for performing the OLB Service as delineated in this Agreement. Our liability is limited to the amount of any material losses or damages incurred by you that results directly from our gross negligence. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.
- A. Limitation of Liability. Unless otherwise required by law, notwithstanding any other language in this Agreement, the Bank will not be liable in any way for damages you incur for any of the following reasons:
- If through no fault of the Bank, you do not have enough money in your account to make the transfer.
 - If circumstances beyond our control (including, but not limited to, fire, flood, power outage, improper transmission, equipment or technical failure or breakdown, or handling of payments by a third party) prevents the transfer of funds despite reasonable precautions that we have taken.
 - If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
 - If your funds are subject to legal proceedings or other encumbrance restricting the transfer.
 - If your transfer authorization terminates by operation of law.
 - If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
 - If you have not properly followed the instructions on how to make a transfer included in the OLB Service.
 - If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
 - If we have a reasonable basis for believing that unauthorized use of your OLB Service or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.
 - If your account is closed.
 - If your transfer authorization terminates by operation of law.
 - If the transfer or payment would cause the account to become overdrawn beyond the balance of the account plus any overdraft protection.
 - If you, or anyone you allow, commits fraud, or violates any law or regulation.
 - If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
 - If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment

amount of the payee on a payment, or if there are technical problems with our receipt of information or instructions from you.

- If the person or entity to which you direct payment mishandles, delays, fails or refuses to accept a payment sent by us.
- If there are delays in mail delivery.
- If there are changes to the payee's address or account number unless we've been advised of the change in advance.
- If there is a failure of any payee to correctly account for or credit the payment in a timely manner.
- If there are exceptions that would prevent the successful completion of an ACH or wire transfer transaction, including but not limited to customer revocation of the transaction, stop payment by the customer, using an account that is invalid, closed, or that cannot be found, or administrative returns based on a bad effective date, format errors, or use of a non-transaction account.
- If applicable law prevents completion of the transaction.
- As a result of any other circumstances beyond the control of the Bank.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend, and hold us, our affiliate companies, directors, officers, employees, and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an OLB account.
- C. Computer Equipment, Software, and Service Providers. We will not be liable for any errors or failures resulting from any malfunction of your computer or any computer virus or other problems related to your computer equipment as a result of using OLB. The Bank highly recommends the use of manufacturer-recommended virus detection software and firewalls. We are not responsible for any error, damages, or other losses you may suffer due to the malfunction or misapplication of any system or service provider you use, including without limitation your web browser, your Internet service provider (ISP), your personal financial management software or other software, (such as Quicken®, Microsoft Money®, or QuickBooks®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with OLB. You are responsible for the accuracy of the information you input.
- D. Access. We will not be liable for failure to provide access or for interruptions in access to OLB due to a system failure or due to other unforeseen acts or circumstances.
- E. Failure or Delay in Making Payments. If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that 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 that 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 based on 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.

General Terms and Conditions

- . Relation to Other Agreements. When you link an account to OLB, you do not change the agreements you already have with us for that account. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts. This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement, or other applicable account agreement, with us. Together, they constitute the entire agreement between you and us with respect to the Services. Your use of OLB is your acknowledgment that you have received these agreements and intend to be bound by them. Each month, we will automatically deduct any fees related to OLB from the Bank account you specify.
- A. Other Charges. You should review the Bank's fee schedule setting forth the charges that may be imposed for electronic funds transfers, as well as fees for other bank services that may be accessed through OLB. For example, depending on how you use OLB, you may incur charges for things such as NSF fees, ACH fees, wire transfer fees, stop payment fees, research fees, returned item, overdraft or similar fees, excess transaction fees for payments or transfers from money market or savings accounts, or other fees. The Bank may charge you a research fee of \$25 per hour for an inquiry about a transaction that occurred more than 180 days before the date you made the inquiry. This fee will be waived if we determine that a Bank error occurred.
- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to OLB at any time. For example, we may add, delete, or amend terms or services. We will post a notice of any such change on the OLB website. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If you initiate transfer of funds through OLB after the effective date of a change, you indicate your agreement to the change. We reserve the right to terminate this Agreement and your use of OLB in whole or in part at any time without prior notice.
- C. Security Changes. In the event that a change is necessary to ensure the security of the online system, an immediate change may be necessary. We will post a notice of any such change on the OLB website. You may choose to accept or decline changes by continuing or discontinuing the Services to which the changes relate. We reserve the option to waive, reduce, or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the account disclosure applicable to the account in question.
- D. Agents. You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend, and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.



- E. Financial Review. In the event that you use certain Services such as wire transfer or ACH services, you agree to provide us with a financial statement or information on your financial condition upon our request.
- F. Monitoring of Communications. You agree on behalf of yourself, your employees, and agents that *we may monitor and record your telephone and electronic communications* in connection with the Services at any time, without further notice to you or any party to the communication.
- G. Compliance with Laws. You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.
- H. Contact by Bank. No Bank employee, or any company affiliated with OLB, will contact you via e-mail or phone requesting your User ID or User Password, or account information. If you are contacted by anyone requesting this information, please contact us immediately.
- I. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all or substantially all assets of the business to which this Agreement is related without your consent. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.
- J. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.
- K. No Third-Party Use. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.
- L. Security Interest. You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.
- M. Waivers. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.
- N. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- where it is necessary for the provision of OLB and for completing transfers;
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - in order to comply with government or court orders, or other reporting requirements, or as otherwise required by law;
 - to help prevent fraud or protect confidential customer information from misuse;
 - if you give us your permission;
 - to the Bank's affiliated companies.
- O. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.
- P. Severability. If one or more provision(s) of this Agreement is or are held to be invalid, illegal, or unenforceable under applicable law, the offending portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms.



- Q. Governing Law. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Utah, except that any conflict of laws rule of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded. Any lawsuit brought to enforce any provision of this Agreement shall only be brought in a state court in Utah County, Utah, or the nearest federal court to said County.
- R. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically. We cannot act on instructions sent by you from an external e-mail address. If your external e-mail address changes or becomes disabled, please contact the Bank immediately via e-mail at ebanking@ccbank.com so that we can continue to provide you with electronic notifications. Unless indicated otherwise in this Agreement, notices to the Bank may be sent to:
- email:** ebanking@ccbank.com
phone: 801-763-5066
address: CCBank
 Attn: EBanking
 1909 W State Street
 Pleasant Grove, UT
 84062
- S. By clicking on the "**I Accept**" link, you do the following:
- You represent to the Bank that the computer you intend to use in connection with OLB meets the requirements above;
 - You agree to receipt of this Agreement and all updates to this Agreement in electronic form; and
3. You agree to the terms and conditions in this Agreement (Note: clicking "I Accept" below is just as binding as manually signing the Agreement).

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by CCBank, through Metavante Technologies Inc..

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.



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

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

4. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
5. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;



6. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
7. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Ebanking at 801-763-5066 or email at: ebanking@ccb.com. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

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

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.



EXCLUSIONS OF WARRANTIES

THE 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other people to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 801-763-5066 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account 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 transfers 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 may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

8. Telephone us at 801-763-5066 during customer service hours;
9. Contact us by using the application's e-messaging feature; and/or,
10. Write us at:

CCBank
Attn: EBanking
1909 W. State Street
Pleasant Grove, Utah
84062

If you think your statement is incorrect or need more information about a service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

11. Tell us your name and Service account number;



12. 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,
13. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you 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 Payment 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 Payment 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. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

14. Where it is necessary for completing transactions;
15. Where it is necessary for activating additional services;
16. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
17. To a consumer reporting agency for research purposes only;
18. In order to comply with a governmental agency or court orders; or,
19. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

20. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;



21. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
22. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
23. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
24. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such an event, the Service shall provide notice to you. Any use of the Service after the Service provides you with a notice of change, will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide an accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

25. Telephone us at 801-763-5066 during customer service hours; and/or
26. Write us at:

CCBank
Attn: EBanking
1909 W State Street
Pleasant Grove, Utah
84062

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts of laws or provisions.



THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.