

## **Mobile Banking General Terms and Conditions**

### **Introduction**

The Meridian Bank, N.A. General Terms and Conditions (this “Agreement”) states the terms and conditions that you agree to by using Meridian Bank, N.A.’s Mobile Banking Services (“Services”). This agreement supplements the Meridian Bank, N.A. (the “Bank”) Deposit Account Agreement and Disclosures and any other agreement/disclosure between you and the Bank. In the event of any conflict with any other agreement regarding the Services, this agreement will control.

The terms “you” and “your” refer to any person (consumer or sole proprietor) that is authorized to access account information by using the Mobile Banking Services Username ID and Password created by you. The Services refers to our Mobile Banking Services that allow you to access your accounts at the Bank and perform transactions via your mobile device or mobile smartphone with web browsing/internet capabilities.

Please read this entire Agreement prior to using the Services. These terms and conditions shall be governed by and construed in accordance with the law of the State of Arizona without conflict of laws thereof, and to the laws of the United States. Any disputes arising from the use of this service shall be exclusively subject to the jurisdiction of any federal or state court for the State of Arizona.

The Bank may change this Agreement at any time without prior notice. You are responsible for regularly reviewing these terms and conditions. By using the Services, you acknowledge your receipt and understanding of this disclosure and agree to all terms and conditions of this agreement.

### **Account Eligibility**

You must be a Bank customer to use the Services. You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Services. The accounts that you access using the Services are also subject to the terms and conditions of the deposit or loan agreement for those accounts, as supplemented and modified by this Agreement. This Agreement only applies to accounts established primarily for personal, family or household purposes. You represent and agree that all information you provide to use in connection with the Services is accurate, current and complete and that you have the right to provide such information to the Bank for the purpose of using the Services. You agree not to misrepresent your identity or your account information. You agree to keep your personal information (email address, etc.) up to date and accurate. You represent that you are an authorized user of the wireless device (“Wireless Device”) you will use to access the Services, and that you are authorized to download and install the Services application on your Wireless Device.

### **Available Services**

With the Services, you can instantly access your checking, savings and loan accounts, and:

- View current balance information for your linked Bank accounts;
- Scan and submit eligible Items (as defined below) for deposit to your Bank account(s) (“Mobile Deposit Service”) (see Mobile Deposit Services for eligibility information);
- Review available transaction history for your linked accounts;
- Transfer funds between your linked internal Bank accounts, including transfers to your “ready reserve” (revolving credit) account as payment;
- View branch locations;

- View contact telephone numbers and additional contact details;
- View account alerts and notifications;
- View public information such as “about us” and contact information;
- Perform basic services such as changing your User ID and password, personalizing the mobile smart application and changing the language within the smart application;
- Send the Bank mobile mail messages and questions regarding the Services; and
- Pay bills as defined by the capabilities of the Bank’s bill pay services.

All terms and conditions specified in the Online Banking Service Agreement are also applicable to the Services. Bill Payment must be established previously in Online Banking in order to pay bills using the Services.

Some of the above services may not be available for certain accounts or customers. The Services are provided by the Bank and not by any other third party. You and the Bank are solely responsible for the content transmitted through the text messages sent to and from the Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.).

### **Access and Use of the Services**

Your access to the Services is subject to the Bank’s prior and ongoing approval. The Bank may deny your access to all or any part of the Services, in its sole discretion. To be eligible for all or any part of the Services, the Bank requires you to be a current customer enrolled in the Bank’s Online Banking system and have an active eligible checking account in good standing with the Bank. The Bank reserves the right to determine and to revise, in its sole discretion, the criteria for determining which accounts are eligible and in good standing. Once you have enrolled for the Online Banking system, you may activate the Services through the mobile registration process. To activate the Services, you will be required to use your Online Banking User ID and Password.

In order to download the Services application, you must have a Wireless Device that is an Apple iPhone, Apple iPad or Android Phone. You are responsible for the operation and maintenance of your Wireless Device. The Bank is not responsible for any errors or problems related to your Wireless Device or browser access. Nor is the Bank responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

Wireless Devices with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the Wireless Device they are using to access the Services is protected from and free of viruses, worms, Trojan horses, or other similar harmful components being present on the cell phone, nor will the Bank be responsible or liable if sensitive information accessed via the Services is intercepted by a third party due to any of the above named “viruses” residing or being contracted by the customer’s cell phone at any point or from any source.

The first time you access the system from your Wireless Device you will be prompted with additional questions to verify your identity and register your device. Designated accounts linked to your banking relationship will be accessible through your Wireless Device. Additionally, to access and utilized the Services you will need a Wireless Device which complies with our current access requirements, as posted on our website and updated from time to time. In order to properly use the Services, you should review and follow the instructions provided in our Online Banking system. You agree to accept responsibility for learning how to use the Services in accordance with the online instructions and agree that you will contact the Bank directly, if you have any problems with Services. You also accept responsibility for making sure that you know how to properly use your Wireless Device.

To the extent the Services involve the Bank having granted you software license usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use the Services in connection with your personal use of the Services in accordance with this Agreement. The Services do not involve the sale of software. Nothing in this Agreement will entitle you to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, you agree to immediately destroy all copies of any software which had been downloaded to your Wireless Device or otherwise in your possession and control as part of your access and use of the Services. Without limiting the generality of the foregoing, you agree not to: (a) make the Services available or allow use of the Services in a computer bureau service business, or on a timesharing basis, or (b) otherwise disclose or allow use of the Services by or for the benefit of any third party.

You agree that, when you use the Services, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Services (such as data usage or text messaging charges imposed on you by your mobile service provider) for your use of or interaction with the Services, which may include downloading software receiving or sending bank-related text messages, or other use of your Wireless Device when using the Services. You agree to be solely responsible for all such fees, limitations and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Device or mobile services with your provider directly.

### **Mobile Deposit Service**

The Bank's Mobile Deposit Service is designed to allow you to present original paper checks payable in U.S. dollars for deposit to your linked checking account with the Bank. Using the Mobile Deposit Service, you will capture digitized images of Checks using applicable software and a supported Wireless Device. Please refer to the FAQs for further information and requirements on using Mobile Deposit Service.

You acknowledge that your license to use any software that may be required for the Mobile Deposit Service is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. Your account will be provisionally credited upon Bank's acceptance of Imaged Items for deposit which are received by Bank from you through the Mobile Deposit Service.

A. Mobile Deposit Service Defined Terms. The Mobile Deposit Service terms include the following defined terms, which apply in addition to other terms as defined in this Agreement.

"Check" means an Original Check, as defined in Regulation CC, except that Check does not include a Substitute Check or a remotely created check.

"Documentation" means all documentation, the user manual, any other manuals, all instructions (including on-line instructions) relating to the Product and Mobile Deposit Service which the Bank may provide to you from time to time in connection with the Product or Mobile Deposit Service.

"Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

"Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

"Imaged Item" means the digitized image of a Check that is created by you and transmitted to the Bank using the Mobile Deposit Service.

"Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

"Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

"Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

"Payor Financial Institution" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

"Product" means collectively the procedures, protocols, and software used by the Bank and its licensors and contractors in connection with the electronic processing of Items, and includes without limitation the Mobile Deposit Service.

"Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.

"Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

"UCC" means the Arizona Uniform Commercial Code as amended.

"United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

B. Your Responsibilities Concerning Use of the Mobile Deposit Service. In connection with the Product and the Mobile Deposit Services, you shall comply with each of the following:

(i) You shall maintain one or more qualified bank accounts at the Bank for the receipt of deposits of Items;

(ii) You shall be responsible for understanding the use of the Mobile Deposit Service;

(iii) You will only submit Checks for processing to the Bank that meet the definition of "Check" as provided in this Agreement. You will not process any third-party checks. The Bank's processing of any Imaged Items that do not meet the definition of Check ("Non-qualifying Items") shall not constitute a

waiver by the Bank or obligate it to process such Non-qualifying Items in the future. The Bank may discontinue processing of Non-qualifying Items at any time, without cause or prior notice;

(iv) You will not attempt to scan and transmit to the Bank any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Bank;

(v) You will (a) ensure that Checks are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (b) handle, process, maintain and destroy Original Checks as set forth in this Agreement and in the Documentation, and (c) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form;

(vi) You will use the Product and Mobile Deposit Service, including the entering, processing and transmittal of Imaged Items, in accordance with the Documentation. In addition, you will provide, at your own expense, a supported Wireless Device as specified by the Bank from time to time with an active Internet connection;

(vii) You shall be responsible for verifying Bank's receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank;

(viii) You shall be responsible for installing and implementing any changes and upgrades to the Product and Mobile Deposit Service as required by the Bank within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Product and Mobile Deposit Service;

(ix) Upon the Bank's receipt and acceptance of a Check image, you agree to prominently mark the check as "Electronically Presented" and securely store and hold the item for 14 days prior to properly disposing of the item to ensure that it is not deposited or otherwise represented for payment. You further agree to never represent or redeposit the item without prior authorization from the Bank. You agree to use a commercially reasonable method to destroy the Original Checks after the 14 day retention period has expired. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank's audit purposes;

(x) You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to you and your account charged for the amount of the Item plus any associated fee as disclosed in Bank's schedule of fees. The Bank's right to charge your account will apply without regard to whether the Item is timely returned to the Bank or whether there is any other claim or defense that the Item has been improperly returned to the Bank; and

(xi) You will not engage in any activity directly or indirectly related to the use of the Mobile Deposit Service that is illegal or fraudulent.

C. Compliance. You shall comply with all laws, rules, and regulations applicable to the Products and the Mobile Deposit Service, including, without limitation, Regulation CC, Regulation J, the Uniform Commercial Code and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Agreement.

D. The Bank's Rights and Responsibilities. For all Imaged Items processed by you pursuant to this Agreement, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. The Bank may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Documentation and as otherwise established by the Bank from time to time.

Unless otherwise agreed by you and the Bank, the Bank will process any returned Items in accordance with applicable law and the Deposit Account Agreements.

Subject to the Bank's right to hold funds as otherwise provided under this Agreement and the Bank's Deposit Account Agreements, availability of credit from Items processed under this Agreement will be subject to the Bank's funds availability schedule, which may be amended without notice.

The Bank may, in its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. The Bank may from time to time establish exposure limitations and assign them to you.

In addition to any other rights the Bank may have with regard to your deposit accounts and except to the extent expressly prohibited by applicable law, the Bank may hold and use funds in any of your accounts following termination of this Agreement for such time as the Bank reasonably determines that any Item processed by it prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which the Bank may be responsible.

The Bank will be excused from failing to act or delay in acting, if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond its control. In the event of any of the foregoing failure or delays, you acknowledge that you may instead deposit directly with the Bank any Original Items for processing and presentment provided such Original Items have not been previously imaged and processed in connection with the Product and Mobile Deposit Service.

E. Mobile Deposit Service Processing Times. The Mobile Deposit Service is available for use only on business days, subject to the hours of access and cut-off times set forth in the Documentation, except during maintenance periods, or such other hours as established by the Bank from time to time. Transmissions processed after these hours on a business day, or on any day that is not a business day, are treated as occurring on the next business day.

Imaged Items processed for deposit through the Mobile Deposit Service will be deemed to have been received by the Bank for deposit at the time the Imaged Items are actually received and accepted. A deposit of Imaged Items will be deemed to have been received and accepted by the Bank for deposit when all of the following have occurred: (i) the Bank has preliminarily verified that the image quality of the Imaged Items is acceptable to the Bank in its discretion; (ii) all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (iii) the Bank has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by the Bank for deposit may be rejected by the Bank in its sole discretion.

Items will be processed and ready for presentment by the Bank after it receives all good digitized images and associated data for any given transmission from you. The Bank will use commercially reasonable

efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.

If for any reason, or no reason, the Bank chooses to not accept an Imaged Item for deposit, you may then submit the Original Check to the Bank for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, the Bank reserves the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Check.

**It is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet the Bank's availability schedules as set forth in the Bank's Deposit Account Agreements or as otherwise established by the Bank. You are further responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.**

F. Your Representations and Warranties. You make each of the following representations and warranties with respect to each Item processed by you pursuant to this Agreement: (i) The Imaged Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time you converted the Check to an Imaged Item; (ii) The Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (iii) All encoding, transfer, presentment and other warranties made under applicable law as the Bank is are deemed to make under applicable law, including without limitation those applicable under the UCC, Regulation CC, Regulation J, and the rules of any image exchange network; and (iv) There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument, or otherwise and you assume responsibility for any such duplicate presentment of any Check.

G. Indemnification. In addition to any indemnification obligations you have under the Agreement, and except to the extent expressly prohibited by applicable law, you agree that you will indemnify and hold harmless the Bank, its licensors and providers of the Product and Mobile Deposit Service, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of the wrongful acts or omissions of yours, or any person acting on your behalf, in connection with your use of the Product or Mobile Deposit Service or processing of Items under this Agreement, including without limitation any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

### **Limits on Mobile Banking Transactions**

Transactions conducted via the Services are subject to withdrawal and transfer limitations and excess activity charges described in the Bank's Deposit Account Agreements and Disclosures.

### **Limitations on Frequency of Transfers**

Transfers from your savings account or your money market deposit account to another account or third parties by preauthorized, automatic, internet banking, mobile banking or telephone transfers are limited to six per statement cycle.

## **Hours of Accessibility**

In general, the Services are accessible 24-hours per day, seven days a week; however, the Bank does not guarantee that the Services will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the Services may be unavailable. Neither the Bank nor its service providers are liable for failures to perform our obligations under this Agreement resulting in fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control.

**Transactions are processed on business days only. Every day is a business day except Saturdays, Sundays and Federal holidays. A transfer initiated before 5:00 p.m. Mountain Time on a business day is posted to your account the same day. A transfer completed after 5:00 p.m. Mountain Time on a business day or on a non-banking day, as specified above, will be posted on the next business day. Transfers between accounts maintained at the Bank by the same account-holder are processed immediately. Checks deposited to your account using the Mobile Deposit Service feature initiated before 5:00 pm Mountain Time on a business day will be in your uncollected balance that same day and available for withdrawal on the 3rd business day after the deposit was processed/posted. If the Mobile Deposit Service is completed after 5:00pm Mountain Time, the deposit will show in your uncollected funds on the next business day, and available for withdrawal on the 3<sup>rd</sup> business day after the deposit was processed/posted.**

## **Security**

The Bank's mobile site is secure with 128 bit encryption. Account numbers are masked with only the last four digits of the account number displayed. Accessing your account information requires downloading the app and creating a User ID and Password. You agree not to give or make available your mobile banking password or other means to access your account to any unauthorized individuals. If you permit other persons to use your wireless device, User ID and Password or other means to access the Services, you are responsible for any transactions they authorize.

You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to the Services and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise store on your Wireless Device may be accessed by unauthorized third parties. The Bank is not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Device. You agree that any account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

**YOU AGREE TO TERMINATE THE SERVICES, OR DISABLE YOUR REGISTERED WIRELESS DEVICE FROM THE SERVICES IMMEDIATELY IN THE EVENT YOUR REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU**



**If you believe your User ID and Password for access to the Services has been compromised or if someone has transferred money from your account without your permission, the best way to minimize your loss is to call the Bank immediately at (800) 827-9669. Any unauthorized use of the Services could cause loss to money in your account(s), in addition to any amount available under your overdraft protection plan.** You will have no liability for unauthorized transactions if you notify the Bank within sixty (60) days after the statement showing the transaction has been mailed to you. If you do not so notify the Bank, you may not get back any of the money you lost from any unauthorized transaction that occurs after the expiration of the sixty (60) day period if the Bank can show that it could have stopped the transaction if you had notified the Bank in a timely manner. If good cause prevents you from notifying the Bank within the time periods prescribed above, the Bank may extend the time periods at its sole discretion.

If you provide a third party your User ID and Password for the Services, you are authorizing such third party to use them, and you are fully responsible for all transaction(s) that third party performs while using the Services. All transactions that a third party performs through the Services, even those transactions you did not intend or want performed, shall be processed by the Bank as authorized transactions. If you notify the Bank that the third party is no longer authorized to perform such transactions, then only the transactions that individual performs after the time you notify the Bank are considered unauthorized

### **Customer Obligations**

You represent and agree to the following by enrolling for Services, or by using the Services:

A. Account Ownership/Accurate Information. You represent that you are the legal owner or an authorized user of the accounts and other financial information which may be accessed via the Services. To use the Services, the Bank requires you to be a current customer enrolled in the Bank's Online Banking system and have an active eligible checking account in good standing with the Bank. The Bank reserves the right to determine and to revise, in its sole discretion, the criteria for determining which accounts are eligible and in good standing. You represent and agree that all information you provide to the Bank in connection with the Services is accurate, current and complete, and that you have the right to provide such information to the Bank for the purpose of using the Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are the only authorized user of the Wireless Device that you will be using to access the Services.

B. User Security. You agree not to give or make available the Services log-in, password or other security codes (collectively "Security Codes") to any unauthorized individuals. You are responsible for all bill payments, transfers or other transactions you authorize using the Services. If you permit other persons to use your Security Codes, you are responsible for any transactions they conduct.

C. Contact in the Event Of Unauthorized Transfer. If you believe that any part of your Security Code, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use the Services without your consent, or has transferred money without your permission, notify us either through the Online Banking system, by calling (800) 827-9669, or writing to the Bank at P.O. Box 6630, Peoria, Arizona 85385-6630 or at [clientsupport@meridianbank.com](mailto:clientsupport@meridianbank.com).

D. User Conduct. You agree not to use the Services or the content or information delivered through the Services in any way that would: (i) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those

governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (iv) be false, misleading or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to the Services; or (ix) use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

E. No Commercial Use or Re-Sale. You agree that the Services are only for your personal use to access your Bank account information and otherwise facilitate services offered through the Services. You agree not to make any commercial use of Services or resell, lease, rent or distribute access to the Services.

### **Consumer Liability**

Tell the Bank AT ONCE if you believe any part of your Security Code, including your password, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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, as applicable).

If you inform the Bank within two business days after you learn of the loss or theft of any part of your Security Code, including your password, you can lose no more than \$50 if someone used your Security Code without your permission.

If you do NOT tell the Bank within two business days after you learn of the loss or theft of any part of your Security Code, including your password, and the Bank can prove that it could have stopped someone from using any part of your Security Code without your permission if had you told the Bank, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell the Bank at once. If you do not tell the Bank within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any funds you lost after the sixty (60) days if the Bank can prove that it could have stopped someone from taking said funds if you informed the Bank in time. If a good reason (such as a long trip or a hospital stay), kept you from telling the Bank, the Bank will extend the time periods.

If you believe that any part of your Security Code, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use the Services without your consent, or has transferred money without your permission, notify us either through the Online Banking system, by calling (800) 827-9669, or writing to the Bank at P.O. Box 6630, Peoria, Arizona 85385-6630 or [clientsupport@meridianbank.com](mailto:clientsupport@meridianbank.com).

### **Error Resolutions and Questions**

In case of errors or questions about your electronic transfers, telephone the Bank by calling (800) 827-9669, or write to the Bank at P.O. Box 6630, Peoria, Arizona 85385-6630 or [clientsupport@meridianbank.com](mailto:clientsupport@meridianbank.com), as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. The Bank must hear from you no later than sixty (60) days after it sent you the FIRST statement on which the problem or error appeared. Tell us your name and account number (if any). Describe of the error or the transfer you are unsure about, and

explain as clearly as you can why you believe it is an error or why you need more information, and include the dollar amount of the suspected error.

If you tell the Bank orally, the Bank may require you send the Bank the complaint or question in writing within ten (10) business days. The Bank will determine whether an error occurred within ten (10) business days after the Bank hears from you and will correct any error promptly. If more time is needed, however, the Bank may take up to forty-five (45) days to investigate a complaint or question. If the Bank decides to do this, it will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and the Bank does not receive it within ten (10) business days, the Bank may not credit your account.

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

The Bank will tell you the results within three business days after completing its investigation. If the Bank decides that there was no error, the Bank will send you a written explanation. You may request copies of the documents that were used in the investigation.

## **Fees**

The Bank does not charge a fee for the use of the Services. However, you are responsible for any fees assessed as a result of excessive withdrawals to savings and money market accounts, overdrafts, stop payments, etc. Please refer to your applicable Deposit Account Agreement and Disclosure and Fee Schedule. In addition, you are responsible for web access and or/data or text message charges that may be billed by your mobile carrier (AT&T, Verizon, etc.). Check with your mobile carrier for details on specific fees and charges that may be applicable. The Services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from the Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

## **Changing Cell Phone Numbers**

It is your responsibility to notify your mobile carrier and the Bank of any cell phone number changes.

## **Electronic Mail (email)**

You may choose to communicate with the Bank using electronic mail. However, be advised that email transmissions are not secure. The Bank strongly discourages you from sending confidential account information to the Bank via email. The Bank is not responsible for any error or problems of any kind involving your email. At no time will any Bank employee ask for confidential information over email.

## **Changes to Email Addresses**

It is your responsibility to notify the Bank of any changes to your email address.

## **New Services**

The Bank may, periodically, introduce new mobile banking services. When a new version of mobile banking services become available, you will be notified of the update via an alert in the app store of your device. Simply update, and then you may continue mobile banking services. By using the new services when they become available, you agree to be bound by the terms and conditions concerning these services. The Services and data related to the Services are solely for the personal use of account users. You may not copy (other than a copy for personal records), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the services or related information without the prior written consent of the Bank. The Services are complimentary and are provided as an add-on feature for account holders; the Bank reserves the right to charge for use of and access to the services in the future. The Bank recommends consulting with your wireless provider regarding your plan's details relating to applicable e-mail, text and data rates. In addition, please check the system requirements for participation.

## **Conduct**

You agree not to use the Services or the content or information delivered through the Services in any way that would be considered illegal.

## **The Bank's Liability and Indemnification**

If the Bank does not complete a transfer to or from your account on time or in the correct amount according to the Bank's agreement with you, the Bank will be liable for your losses or damages. However, there are some exceptions. The Bank will not be liable, for instance:

- If, through no fault of the Bank, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line (if applicable).
- Circumstances beyond the Bank's control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that the Bank has taken.
- The computer or related system was not working properly and you knew about the breakdown when you started the transfer.
- Your funds are subject to legal process or other encumbrance restricting the transfer.

There may be other exceptions stated in this Agreement and in other agreements with you. For example, you agree that the Bank will not be liable for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from the Bank's site. The Bank will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components. The Bank will not be liable for delays or losses of payments caused by the U.S. Postal Service or other delivery service.

**THE BANK MAKES NO WARRANTY TO YOU REGARDING ANY SERVICE OR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

Further, unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Bank and its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of the Services.

### **Cancellation**

The Services will remain in effect until they are terminated by you or the Bank. You may cancel the Services at any time by notifying the Bank of your intent to cancel by calling (800) 827-9669, or writing to the Bank at P.O. Box 6630, Peoria, Arizona 85385-6630 or at [clientsupport@meridianbank.com](mailto:clientsupport@meridianbank.com). You may also cancel the Services by texting "STOP" to 79680 at any time. This cancellation applies to the Services only, and does not terminate your Bank deposit accounts. The Bank recommends that you cancel any scheduled transfers prior to notifying the Bank that you are discontinuing the Services. The Bank may terminate your participation in the Services for any reason, including inactivity, at any time. The Bank will try to notify you in advance, but it is not obliged to do so.

### **Contacting Meridian Bank, N.A.**

You may contact the Bank by calling (800) 827-9669, or writing to P.O. Box 6630, Peoria, Arizona 85385-6630 or [clientsupport@meridianbank.com](mailto:clientsupport@meridianbank.com) (please do not include personal confidential information via email). You may also text "HELP" to 79680.

### **End User License Agreement Terms for Downloadable App**

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to the Services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
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6. Limitation of Liability. The Bank and/or its subsidiaries, affiliates, contractors, or their respective employees shall not be held liable for any damages, including, without limitation, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in connection with your use of the Services or in connection with any of the following: (i) any damages, costs or other consequences caused by or related to Bank actions that are based on information or instructions that you provide to the Bank; (ii) any unauthorized actions initiated or caused by you or its agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided in this Agreement; (iv) any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than the breach of contract, gross negligence or willful misconduct by us), including without limitation, that the Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) your or any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other

party's own internal systems, or (vii) if you do not follow or comply with the representations or warranties set forth in this Agreement.

7. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.
9. Personal Information. You are aware and agree that the Bank, at its sole discretion, may record any and all information, instructions, or transactions relayed from your mobile device(s) to the Bank or through intermediaries and to the mobile device(s) from the Bank and/or from intermediaries and collect and store the information in a form and manner as deemed necessary and appropriate. You acknowledge that in connection with your use of the Services, the Bank's affiliates and service providers may receive and share names, domain names, addresses, User ID's or Passwords, telephone and phone numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or software (collectively "User Information"). The Bank, including its affiliates and service providers, will maintain reasonable safeguards to protect the User Information from unauthorized disclosure or use, but reserves the right to use and disclose such information as reasonably necessary and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. You agree not to use the Services and/or software in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You further agree that your use of the Services and software will be in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including U.S. Export Administration Regulations.
10. Miscellaneous. The Bank, at any time and at its sole discretion, may make modifications, changes, and alterations to the Services, including these terms and conditions in this Agreement, and such notification will be posted to the Bank's website. You are responsible for regularly reviewing these Terms and Conditions. Your continued use of the Services following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona excluding that body of laws pertaining to conflict of laws. If any provision 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. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of the State of Arizona and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

## **Links to Other Mobile Banking Services**

**While using the Services, you may be able to access uploaded content provided or operated by third parties. Unless the Bank tells you otherwise in writing, the Bank does not operate or control any such content or any of the information, products or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) the Bank makes no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers; (iii) the Bank makes no endorsement of, and assume no responsibility for, content uploaded to its website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although the Bank may have a contractual or other relationship with the operators of a linked website or the providers of content, the Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold the Bank harmless in connection with all of the foregoing.**

## **Modifications and Amendment**

The Bank may from time to time amend any of the terms of this Agreement (including the fees and charges for the Services listed) at any time in its sole discretion. You will be provided with notice of any such amendment in accordance with Bank's normal business practices. By continuing to use the Services fifteen (15) days after notice of such amendment or restatement, you shall be deemed to have agreed to such amendment and shall be bound by this Agreement as so amended. If you rejects such amendment or restatement by written notice to Bank within such fifteen (15) day period, either party may thereupon terminate this Agreement upon ten (10) days written notice.