

Consumer Digital Banking Terms & Conditions

General Terms & Conditions

Please read the following terms and conditions carefully. They govern your access and use of Marine Bank's (the Bank's) Digital Banking Services.

By accessing or using this Service, you agree to be bound by these terms and conditions and accept them in full, as they may be modified by the Bank from time-to-time and posted on this Service.

1. No Warranties. Although Marine Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the Service, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. The Service and its contents are provided on an "as is" basis. Use of the service and its contents is at the user's sole risk. The service and its contents are provided without any representations, endorsements, or warranties of any kind whatsoever, either express or implied, including, but not limited to, any warranties of title or accuracy and any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, with the sole exception of warranties (if any) which cannot be expressly excluded under applicable law. As noted below, Marine Bank also makes no representations, endorsements, or warranties, either express or implied, with respect to any service operated by a third-party.

2. Limitation of Liability. In no event will Marine Bank or its subsidiaries, affiliates, contractors, or their respective employees be 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 any party's use of the service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data, or loss of use related to this service or any service operated by any third-party or any contents of this service or any other service, even if marine bank is aware of the possibility of such damages.

3. Use of Service. Contents are included in this Service solely for the use of Digital Banking users. You may not copy (other than a copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this Service without the prior written consent of Marine Bank, which may be withheld in its sole discretion.

4. Copyrights and Other Intellectual Property. Except where otherwise expressly noted or as noted below, all Contents of this Service, including the graphics, icons and overall appearance of the Service, are the sole and exclusive property of Marine Bank. Certain of Marine Bank's trademarks and/or service marks are also listed below. The posting of the Contents of this Service neither constitutes a waiver of any of Marine Bank's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, Service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Service user or to any third-party. Contents of this Service are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the Service. ibankmarine.com is a trademark of Marine Bank.

The display of third-party trademarks within this Service does not grant a license of any kind to the reader. Any downloading of material contained in the site, or of any site linked to the site may be a violation of federal trademark and copyright laws. Any downloading of Contents of this Service or any Service linked to this Service may be a violation of federal and other trademark laws and federal copyright laws.

5. Links to Other Services. Marine Bank may establish links between this Service and one or more Services operated by third-parties. Marine Bank has no control over any such other Services or the contents therein. The existence of any such links shall not constitute an endorsement by Marine Bank of such Services, the contents of the Services, or the operators of the Services.

6. Transmissions to and from this Service. Except where expressly indicated otherwise, transmissions to and from this Service or directed to Marine Bank, including e-mails, are not sent in a secure form and can be intercepted by third-parties and may not be immediately received by the appropriate business unit at Marine Bank. Please do not use e-mail to send us communications that contain confidential information, that we require to be in writing, or that need our immediate attention. Please call (217)726-0660 or write us instead at this address: Marine Bank, 3050 Wabash Avenue, Springfield, IL 62704. Any transmission to this Service, including e-mails shall be deemed and remain the property of Marine Bank. Marine Bank

shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a Service user to us through this Digital Banking.

7. **Modifications**. Marine Bank may at any time make modifications, changes, and alterations to the Contents of this Service, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these Terms and Conditions. Your continued use of this Service following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

8. **Governing Law and Venue**. These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Illinois, without regard to the conflict of laws thereof, and to the laws of the United States.

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 Illinois.

9. **Severability**. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

10. **Waiver**. No waiver by Marine Bank of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

General Description of Digital Banking Service Agreement **What Does This Agreement Cover?**

This Agreement between you and Marine Bank governs the use of Digital Banking Services. These Services permit Marine Bank customers to perform a number of banking functions on accounts linked to the Service through the use of a computer, mobile device or mobile smart telephone. Unless indicated otherwise by the context, "linked Marine Bank accounts" or "linked accounts" refers to all of your accounts with Marine Bank that you have linked to our Digital Banking solution.

11. **Accepting the Agreement**. When you use any of the Digital Banking Services described in this Agreement and any addendums, or authorize others to use them, you agree to the Terms and Conditions of the entire Agreement and any addendums.

12. **Relation to Other Agreements**. Your use of Digital Banking Services may also be affected by the agreements between us for your linked Marine Bank accounts. When you link an account to Digital Banking Services, you do not change the agreements you already have with us for that account. Similarly, when you use Digital Banking Services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Digital Banking Services.

13. **Description of Digital Banking Services**. You may use Digital Banking to:

- View current balance information for your linked Marine Bank accounts.
- Review available transactions for your linked accounts.
- 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 Digital Banking password and personalizing the digital banking application.
- Transfer funds between your checking and savings account that are linked to Digital Banking.
- Pay bills and external payees as defined by the capabilities of the digital bill pay Services.
- Perform Mobile Check Deposits.
- Peer-to-Peer (P2P) to transfer money to others.

Some of the above Services may not be available for certain accounts.

14. **Auto-Login**. Within Marine's Digital Banking, you may choose to turn on Auto-Login. When Auto-Login is enabled,

you will be able to view your account dashboard, including balances, and transaction history, without logging into the app with a user name and password. Logging in is required to perform any transactions, including transfers and bill payments.

You may enable Auto-Login in the Settings area of the app. By turning on Auto-Login, you agree to have your balances and transactions viewable without logging in.

15. Scheduled and Recurring Transfer Processing. Transfers scheduled for a weekend or a non-business day will be processed on the following business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.

16. Transfers to Deposit Accounts. Funds transferred to your deposit account (excluding transfers from a credit card) prior to 5:00 p.m. CT on a business day will appear with the same day's date in the deposit account transaction history. Transfers to a Marine Bank checking account made after 5:00 p.m. will appear with our next business day's date in the deposit account transaction history. Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history. All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance. Transactions conducted via Marine Bank's Digital Banking are subject to withdrawal and transfer limitations and excess activity charges described in Marine Bank's Deposit Account Agreements and disclosures.

17. Payment Authorization and Sufficient Available Funds. You authorize Marine Bank to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments. You agree that payments made using the Digital Banking Bill Payment Service are the same as those made using paper checks, drafts, transfers or online payments and are bound by the same rules, regulations, state and federal laws. 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.

The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer 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. If you schedule a payment from an account maintained at another financial institution and there are NSFs in that account, you may be charged a fee by that financial institution.

Marine Bank is under no obligation to inform you if it does not complete a payment or transfer because there are NSFs 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.

Federal regulations and your account disclosures impose withdrawal limitations on certain accounts. We recommend that you do not use accounts with restrictions on withdrawals as your bill payment account. You should review your account disclosures for additional information.

18. Canceling Transfers. You cannot cancel a one-time immediate transfer after it has been submitted in Digital Banking and the information has been transmitted to us.

Future-dated and recurring transfers can be canceled until midnight CT the night before the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

19. Canceling Payments. In order to cancel a payment, you must sign in and follow the directions provided on the Bill Pay screens. The cancel feature is found in the Payment History or Recurring Payments sections of Digital Banking. You can only cancel a payment that has not started processing.

If the payment is "In Process", you can no longer cancel or change it. You must contact Marine Bank at (217)726-0660 between 8:00 a.m. and 5:00 p.m. CT Monday through Friday (excluding federal holidays) to request a stop payment and will be charged a stop payment fee in accordance with the most recent fee schedule. Additional fees, above the bank's stop payment fee, from the bill payment provider, may be incurred to process a stop payment.

20. Other Terms and Conditions. By registering for Digital Banking and using your mobile device for Digital Banking,

you acknowledge and accept the risks associated with possible loss or theft of your device. You should utilize all security precautions that are available on your device or through your service provider. You should protect your device with a password or biometric credential.

Public internet access, the free wi-fi offered by many businesses, is not secure. If you need to access your bank account in public, disable the wi-fi function on your phone and switch to the cellular network to help ensure that your private information stays private.

If your phone is misplaced, lost or stolen, call us immediately at (217)726-0660. We can disable access to your digital banking account.

21. Other Charges. In addition to the fees already described in your deposit agreement, you should note that depending on how you access Digital Banking you may incur:

- Normal account fees.
- Fees from your cell phone provider for Internet access or data usage.
- Excess transaction fees for payments or transfers made through Digital Banking from certain accounts. See your account disclosures and fee schedule for details and limitations.
- An NSF, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.
- A research fee of \$25 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry of us. We will waive the fee if we determine that an error occurred.

22. Digital Banking Service Hours. Digital Banking Services are available 24 hours a day, 365 days a year, except during system maintenance and upgrades. When this occurs, a message will be displayed online when you sign on to Digital Banking. Our Customer Help Desk is available from 8:00 a.m. to 5:00 p.m. CT Monday through Friday (excluding federal holidays). Call the Help Desk at (217)726-0660. You may also write us at: Marine Bank, 3050 Wabash Avenue, Springfield, IL 62704.

23. Business Days. For Digital Banking Services, our business days are Monday through Friday, excluding bank holidays.

24. Participation By Payees. We will work with Payees to encourage them to accept an electronic or check payment from the Bank. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. Any obligations that you wish to pay through Digital Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the Service. You should not use the Service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions
- Gambling debts
- Other payments prohibited by law

25. Canceling Your Digital Banking. If you choose to cancel your Digital Banking Service, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Service. Marine Bank will cancel any scheduled payments within two business days from the date we receive your request to discontinue the Service. If you close your primary checking account, or if it's no longer linked to your Service, your Digital Banking Service will end, and any unprocessed payments will be canceled.

Your Digital Banking Services remain in effect until they are terminated by you or Marine Bank. You may cancel your Service at any time by notifying us of your intent to cancel in writing or by calling our Customer Help Desk at (217)726-0660. This cancellation applies to your Digital Banking Services and does not terminate your Marine Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Service.

We may terminate your participation in Digital Banking Services for any reason, including inactivity, at any time. Inactivity is defined as the Digital Banking Service not being accessed for a period equal to 90 days or greater. We are not obliged to notify you in advance if your service is canceled due to dormancy.

26. Joint Accounts. When your Digital Banking Service is linked to one or more joint accounts, we may act on the verbal,

written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one Service.

27. Changes to Agreement. We may change this agreement and/or any addendums at any time. For example, we may add, delete or amend terms or Services. We will notify you of such changes by electronic message. If you initiate any transfer of funds or bill payment through your Digital Banking after the effective date of a change, you indicate your agreement to the change.

28. Use of Your E-mail Address. If you subscribe to the bill payment service, we may use e-mail to notify you that you have new bills. E-mail is not a secure form of communication. Do not e-mail us any of your personal identifying information.

You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Transfer Service at any time. Address and telephone number changes may be initiated at your request:

- if we receive notice of change to your email address or telephone number from any Participating Financial Institution or any common carrier; or
- if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is associated with you.

We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

29. Contact by Marine Bank. We will not contact you via e-mail, text message or phone requesting your Digital Banking user name or password. If you are contacted by anyone requesting this information, please contact us immediately.

Electronic Funds Transfer

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

31. Reporting Unauthorized Transactions. Report unauthorized transactions or a lost or stolen card by calling us at (217)726-0660 or writing to us at Marine Bank, 3050 Wabash Avenue, Springfield, IL 62704. You must tell us AT ONCE if you believe that your password has been lost or stolen, or if you believe that a transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit or overdraft privilege limit).

When you give someone your Digital Banking user name and password, you are authorizing that person to use your 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, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, log off after every Digital Banking session.

32. Financial institution's liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the [terminal] [system] was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- There may be other exceptions stated in our agreement with you.

33. In Case of Errors or Questions About Your Electronic Transfers. Telephone us at (217)726-0660, or write us at Marine Bank, 3050 Wabash Ave., Springfield IL 62704 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any)
- Describe 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
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which may take up to 45 days to investigate your complaint or question.

If we decide to do this, we will credit your account within 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 us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, you will be notified. You may ask for copies of the documents that we used in our investigation.

Mobile Check Deposit Service Addendum

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Marine Bank Mobile Check Deposit and/or other remote deposit capture service that Marine Bank or its affiliates ("us," or "we") may provide to You ("You," or "User"). Other agreements You have entered into with Marine Bank including the Consumer Digital Banking General Terms and Conditions, as applicable to Your Marine Bank account(s), are incorporated by reference and made a part of this Agreement.

- 1. General Terms/Services.** The Mobile Check Deposit service ("Service") is designed to allow You to make deposits to Your deposit accounts from home or other remote locations by taking pictures of checks via your mobile device and delivering the images and associated deposit information to Marine Bank's designated processor.
- 2. Acceptance of these Terms.** Your use of the Service constitutes Your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify You of any material change with a new Terms and Agreement at log-in to Digital Banking. You will be prompted to accept or reject any material change to this Agreement the next time You use the Service after Marine Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate Your consent to be bound by the revised Agreement. Further, Marine Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate Your acceptance of any such changes to the Service.
- 3. Limitations of Service.** When using the Service, You may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that You may incur. Some of the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or Your use of the Service, in whole or in part, immediately and at any time without prior notice to You.
- 4. Hardware and Software.** In order to use the Service, You must obtain and maintain, at Your expense, compatible hardware and software as specified by Marine Bank from time to time. Marine bank is not responsible for any third-party software You may need to use the Service. Any such software is accepted by You as is and is subject to the terms and conditions of the software agreement You enter into directly with the third-party software provider at time of download and installation.

5. **Fees.** Marine Bank charges \$0.50 per item deposited via Mobile Check Deposit in excess of five such deposits in any one statement cycle. The processing charge for each month will appear as one charge on Your account statement as "Mobile Deposit Fee" and said fee will be charged to Your account on the day Your statement is processed. You, the end user, are responsible for any fees that Your wireless carrier may charge You.

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

You agree that You will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check/item, or which You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Marine Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of Your Marine Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

7. **Endorsements and Procedures.** To help ensure that an electronically deposited check is not processed multiple times either as an electronic item and/or a physical check, **Marine Bank requires that You restrictively endorse any item transmitted through the Mobile Check Deposit Service with the words "For Mobile Deposit Only" along with Your signature** on the endorsement line of the check or as otherwise instructed by Marine Bank. This will indicate that the item will only be deposited electronically. **Marine Bank may refuse to accept items which are not endorsed in this manner.** Marking a check in this way will also allow You to easily identify that the item has been photographed and deposited if it becomes intermingled with other undeposited checks. You agree to follow any and all other instructions for use of the Service as Marine Bank may establish from time to time.

8. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service at our discretion, without liability to You. We are not responsible for items we do not receive or images that are dropped during transmission. **An image of an item shall be deemed received when You receive a confirmation from Marine Bank that we have received the image.** Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to Your account. We reserve the right to charge back to Your account at any time any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs or fees You may incur as a result of our chargeback of an ineligible item.

9. **Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item You transmit through the Service is received and accepted before 4:00 p.m. CT on a business day that we are open, we consider that day to be the day of Your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available the next business day from the day of deposit BUT Marine Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of Your relationship with us, transaction and experience information, and such other factors as Marine Bank, in its sole discretion, deems relevant.

10. **Deposited Funds on "Hold".** We may place a "hold" on Your account for a deposited check to ensure that there are sufficient funds to cover the check amount if the deposited check is returned unpaid. If we do place a hold on Your deposit, You will be notified of the dates the funds will be available for the payment of checks or withdrawals.

11. Deposit Limits. We reserve the right to impose limits on the dollar amount and/or number of deposits that You transmit using the Service and to modify such limits from time to time. The dollar limit of a check that may be deposited electronically can be no greater than \$1,000.00. Each check is considered a separate deposit. Also, the total cumulative dollar amount of daily Mobile Check Deposits may not exceed \$1,000.00. There is no initial daily Mobile Check Deposit quantity limit. If You attempt to initiate a deposit in excess of these limits, we may reject Your deposit. Once a deposit is rejected, it may not be electronically deposited again. If we permit You to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Daily dollar and quantity limits are subject to change at the discretion of Marine Bank.

12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Marine Bank's sole discretion subject to the Deposit Account Agreement governing your account.

13. Errors. You agree to notify Marine Bank of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Marine Bank account statement is sent. Unless You notify Marine Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and You are prohibited from bringing a claim against Marine Bank for such alleged error.

14. Errors in Transmission. By using the Service, You accept the risk that an item may be intercepted or misdirected during transmission. Marine Bank bears no liability to You or others for any such intercepted or misdirected items or information disclosed through such errors.

15. Image Quality. The image of an item transmitted to Marine Bank using the Service must be legible, as determined in the sole discretion of Marine Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Marine Bank, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. User Warranties and Indemnification. You warrant to Marine Bank that:

- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- You will only transmit eligible items.
- Images will meet the image quality standards.
- All information You provide to Marine Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Marine Bank from any loss for breach of this warranty provision.

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

18. Disposal of Transmitted Items. Check storage and the destruction of items processed through the Mobile Check Deposit Service is Your responsibility because the paper checks are never physically deposited at Marine Bank. Upon confirmation receipt of a successful deposit transmission from Marine Bank, You agree to prominently mark the item as "Electronically Presented" and to never re-present the item. Marine Bank requires that users utilize methods to securely store all source documents until destruction. To help ensure that checks are not electronically processed more than once or physically deposited at the bank after being electronically deposited, procedures should be established to ensure that only You or another account owner has access to these checks during the retention period. You agree to retain the check for 14 calendar days from the date of the image transmission. After 14 calendar days, You agree to destroy the check transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. Destruction of the check is strongly recommended, and cross-cut shredding is the suggested method check destruction. During the time the retained check is available, You agree to promptly provide it to Marine Bank upon request. If You believe a check item may have been deposited more than once, please contact Marine Bank immediately at (217)726-0660. Do not rescan and retransmit the item. Marine Bank will assist in determining the best approach for managing the situation.

19. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if

You breach any term of this Agreement, if You use the Service for any unauthorized or illegal purposes or You use the Service in a manner inconsistent with the terms of Your Deposit Account Agreement or any other agreement with us.

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

21. Ownership & License. You agree that Marine Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon Your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates Your right to use the Service. Without limiting the restriction of the foregoing, You may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Marine Bank's business interest, or (iii) to Marine Bank's actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

22. Disclaimer of Warranties. You agree your use of the service and all information and content (including that of third-parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the service or technology will be corrected.

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

24. User Security. You acknowledge and accept the risks associated with possible loss or theft of Your device. You should utilize all security precautions that are available on Your device or through Your service provider. You agree to keep Your mobile device secure and to close Your Mobile Banking Application when not in use. It is strongly suggested that You additionally secure Your phone with a password or biometric credential. If You suspect Your mobile device has been lost or stolen, You must notify Marine Bank immediately by calling (217)726-0660 to disable Your mobile banking application.

25. Other Terms. You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Illinois and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of the Agreement unenforceable or invalid.

Peer-to-Peer (P2P) Transfer Service Addendum

This Addendum ("Addendum") contains the terms governing your use of the P2P Transfer Service (the "Transfer Service") as offered by Marine Bank ("the Bank"). Please read this Addendum carefully. By agreeing to this Addendum or using the Transfer Service, you are agreeing to the terms of this Addendum. This Addendum includes, among other things:

- your agreement that each time you use the Transfer Service, you are authorizing and instructing us to send emails and text messages to the recipient on your behalf;
- your commitment to us that each person we send a text message or email on your behalf has given you permission for us to do so;
- our obligations to you;
- your obligations as a user of the Transfer Service;
- circumstances under which we may reverse or modify transactions or remove funds from your account;
- the ways in which we may send you notices and disclosures;
- your agreement with us to use binding arbitration for most disputes arising under this Addendum or concerning the Transfer Service and to waive the right to a trial by jury;
- your waiver of class-action rights;

- limitations on our liability to you;

Your agreement to these terms is essential to our agreement to provide the Transfer Service and our pricing of the Transfer Service.

In addition, in this Addendum:

- “Funding Account” means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions
- “Customer” means a person who is any one or more of the following:
 - o an individual, business or government agency enrolled in the Transfer Service through any Participating Financial Institution;
 - o an individual or business that is enrolled in the Transfer Service to receive funds at the Customer’s Financial Institution;or
 - o an individual, or business that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Transfer Transaction
- “Participating Financial Institution” means any financial institution which is participating in or cooperating with the Transfer Service. We are a Participating Financial Institution
- “Customer’s Financial Institution” means any financial institution, including a Participating Financial Institution, holding a Customer’s account that the Customer has authorized to receive a transfer of funds as a result of a Transfer Transaction
- “Transfer Transaction” means a transaction initiated through the Transfer Service to transfer funds out of your Funding Account to a Customer

1. Overview of Transfer Service

a. The Network:

We have partnered with the Visa Direct and MasterCard Send networks to enable a convenient way to transfer money between you and Customers who have eligible accounts or enrolled with another financial institution that partners with those same entities. Aliases such as email addresses or mobile phone numbers may be used to prompt a Customer to provide eligible account data so that a transfer may take place.

b. Terms and Conditions of Transfer Service

Your use of the Transfer Service will be subject to this Addendum, and to the following, which are considered part of this Addendum:

- the terms or instructions appearing on a screen when using the Transfer Service;
- our rules, procedures, and policies and the account agreements applicable to the Transfer Service and your Funding Accounts, as amended from time to time; and
- applicable state and federal laws and regulations.

Subject to all the terms and conditions of this Addendum, you may use the Transfer Service to engage in Transfer Transactions with other individuals or businesses who are Customers with eligible accounts.

2. Eligibility to use the Transfer Service

In order to use the Transfer Service, you must have an eligible Funding Account. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account.

You agree that you will not use the Transfer Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.

We may, from time to time, introduce new features to the Transfer Service. When this happens, we will update our website to include them.

3. Registering an email address or phone number

As part of enrollment into the Transfer Service, your email address or phone number may be stored for the use of prompting to enter account information or notification that a transfer has been initiated.

4. Use of telephone calls, emails and text messages

a. Sending emails and text messages on your instruction

Each time you send money using the Transfer Service, you are also authorizing and instructing us to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note:

- Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction.
- These emails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.

b. Communicating with you

You agree that we may from time to time send emails and text messages to you in order to notify you of Transfer Transactions or service your accounts.

You agree that we may send text messages or call you and send messages to you at any email address, telephone number, or mobile phone number you have provided to us, any other Participating Financial Institution, or a Customer.

You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such email address, telephone number or mobile phone number you have provided to any of these persons for use with the Transfer Service. You further acknowledge and agree that:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have registered for use in the Transfer Service is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through either us that we may send or may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us including messages that you may send through us, that we may send, or may send on your behalf.

In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

c. Declining to use an email address or telephone number

We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

5. Fees you will pay and mode of payment

a. Fees for the Transfer Service

There are no fees to use the Transfer Service. We reserve the right to amend the fees that apply to the Transfer Service, and the circumstances under which the fees may be waived, at any time for any reason. We will give you reasonable notice of such change as required by law.

6. Accessing your Funding Account; terminating access

a. Gaining access

You authorize us to provide access to your Funding Account through the Transfer Service to initiate and complete Transfer Transactions.

To access the Transfer Service, you must have a username, a password, and the required hardware and software to use Digital Banking. You must also comply with any other security procedures and policies we may establish from time to time as provided in online user agreement.

You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Transfer Service.

Not all types of accounts are eligible for Transfer Transactions. We reserve the right to decline the use of any account as a Funding Account that we believe may present a risk to you and/or us.

b. Terminating access

In the event (i) you violate any terms of this Addendum, (ii) there are unauthorized or fraudulent transactions related to your Funding Account or use of the Transfer Service, or (iii) we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer participants, suspend or terminate the Transfer Service and/or your ability to send funds through a Transfer Transaction,

c. Application of this Agreement after reinstatement

In the event your access to the Transfer Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, or any revised or amended version of this Agreement in effect at the time of reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of the Transfer Service.

7. Privacy; authorization to use information; obligation to update contact information

a. Commitment to privacy

We are committed to protecting your privacy. Except as otherwise provided in this Addendum, all information gathered from you in connection with using the Transfer Service will be governed by the U.S. Consumer Privacy Notice and Digital Privacy and Cookies Policy.

b. Use of personal information to identify you and process Transfer Transactions

You authorize each Participating Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions from your Funding Accounts.

In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the Transfer Transaction, then

You are also authorizing all Participating Financial Institutions to associate that email address or telephone number with you and with your Funding Accounts.

You agree that we may provide information about you to:

- any Customer you contact, communicate with, send funds to, or receive funds from, using the Transfer Service, and
- any Customer's Financial Institution, or any other person, engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our U.S. Consumer Privacy Notice which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

c. Additional provisions concerning use of information

You agree that we may obtain such additional information as we deem reasonably necessary to insure that you are not using our Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent “money laundering” or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service, and you give us a license to do so.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your Transfer Transactions in order to:

- initiate and complete Transfer Transactions, and
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Transfer Service.

Your authorization includes, but is not limited to, providing such information to:

- Customers to whom you send funds using the Transfer Service,
- Customer’s Financial Institutions, and
- any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

We may also disclose information to third-parties about your account or the transfers you make in order to process your transactions or to verify the existence and condition of your account. The third-parties may include transactions processors, clearinghouses, credit bureaus and merchants.

Each time you use the Transfer Service, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by this Addendum,
- you are not violating any other person’s rights when you provide us information and instruct us to initiate or complete a fund transfer, and
- all the information you provide to us is true, current, accurate, and complete.

We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Transfer Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Transfer Service participants.

8. Power of attorney

For as long as you are using the Transfer Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding Accounts, complete fund transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Transfer Service as provided in this Addendum and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to is independent of the Bank and your use of the Transfer Service. We will not be responsible for any acts or omissions by these persons.

You acknowledge and agree that when the bank is affecting a fund transfer from any of your accounts, we are acting as your agent, and not as the agent or on behalf of any third-party. You agree that the Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Addendum.

9. Limitation of Liability

You agree that notwithstanding any other provision of this agreement, we shall not be liable for any costs, fees, losses or damages of any kind incurred by you as a result of (1) our access to the accounts; (2) our ability or inability to debit and/or credit the accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved on the accounts; (4) any charges imposed, or actions taken, by any other financial institution; (5) any funds transfer limitations set by other financial institutions; and/or (6) liability arising from the receipt or non-receipt of third-party notifications sent to transfer funds recipients' email addresses or cell phone numbers provided to us.

We shall have no liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us to complete a transaction in the correct amount, or (ii) any related losses or damages. We shall not be liable for any typos or keystroke errors that you may make when using the Service.

You agree that you, not we, are responsible for resolving any payment or other disputes that you have with any other user with whom you send money to using the service.

10. Your fund transfers to others

a. Types of fund transfers

We may from time to time make available additional or new features to the Transfer Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any Transfer Transaction that we believe may violate applicable law.

You represent and warrant to us that:

- all Transfer Transactions you initiate are for your own account, and not on behalf of another person,
- you are not receiving any fee or compensation from any other person in return for initiating a Transfer Transaction,
- you are authorized by the receiving Customer to make funds transfers to the Customer's account at the Customer's Financial institution.

b. Sending Money; Debits by Participating Financial Institutions

You may send money to another Customer at your initiation. You understand that use of this Transfer Service by you shall always be subject to (i) this Addendum, and (ii) your express authorization at the time of the transaction for us. You understand that when you send the payment, you will have no ability to stop it.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. You understand and acknowledge that a person to whom you are sending money and who is not registered as a Customer may fail to complete the request for account information required to complete the transaction, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of other Customers, other Participating Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Customer.

c. Frequency of Transfer Transactions

We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of

fund transfers allowed by the rules governing the applicable accounts. We may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using the Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of the Bank.

d. Dollar amount of Transfer Transactions

You may not make transfers in excess of limits prescribed by the bank for security purposes and/or in compliance with network operating rules. The amount of money you can send will vary based on the type of Funding Account you use, your recipient and the transaction history for each recipient. Transfers from a Funding Account may be made up to a daily aggregate dollar limit of \$2,000, a limit of \$1,500 for a single transfer, an aggregate limit of \$5,000 in a rolling 7 day period and an aggregate limit of \$10,000 in a rolling 30 day period.

Transfer limits applicable to Customers of other financial institutions are governed by the Customer's Financial Institution's transfer service agreements.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Transfer Service. For example, if your use of the Transfer Service has been suspended and reinstated, you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Transfer Service. Your transfer limits may vary from those of other Customers, depending upon criteria we establish from time to time.

e. Transfer Transactions subject to the rules of the Funding Account

All Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Transfer Transaction to a Customer's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g. Visa or Mastercard).

f. Transfer Transaction descriptions

We may, in our sole discretion, permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

g. Failure or rejection of Transfer Transactions

We do not make any representation or warranty that any Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate and is not binding on us.

You understand and agree that we have no control over the actions of other Customers, or of other financial institutions (including Customer's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving Customer does not complete the necessary steps in provided needed information to complete the transfer; or,
- the receiving Customer does not register with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Customer cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the fund transfer is not completed, we may try to notify you to contact your intended recipient but are not required to do so.

If you do not have enough money in your Funding Account to make a fund transfer, we may reject your request to initiate the fund transfer.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Customer or from a Customer's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Customer or customers of that institution.

h. Authorization for fund transfer and suspense of funds

You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the funds in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Transfer Service, or if your Funding Account has been open for less than thirty days, we may hold your funds in the suspense account for up to fifteen business days before either returning the funds to you or sending them to the recipient.

You also agree that the Customer's Financial Institution receiving the funds for a Transfer Transaction may hold those funds for a reasonable amount of time while attempting to identify a Deposit Account for a Customer who has either:

- not yet identified a Deposit Account, or
- closed the recipient's prior Deposit Account but still has other accounts open with the Customer's Financial Institution.

You understand that the Customer's Financial Institution receiving the funds may require a Customer to manually accept each funds transfer you send to the Customer. If the Customer does not accept the funds transfer within the time frame set by the Customer's Financial Institution, the funds will be returned to you. You understand and agree that we have no control over whether or not the Customer's Financial Institution will require manual acceptance, or how long the Customer's Financial Institution will hold the funds before returning them.

You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

i. No right to cancel or stop a Transfer Transaction

Transfer Transactions that are in process cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any Customer to whom you send money through a Transfer Transaction.

11. Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

12. Miscellaneous

Subject to the terms of this Addendum, the Transfer Services are generally available 24 hours a day, seven days a week except for outages for maintenance and circumstances beyond our or any authorized third-party's control. Live customer service generally will be available Monday through Friday from 8:00 a.m. to 5:00 p.m. CT (excluding federal holidays).