

Online Agreement & Disclosures

Please read this Agreement carefully. By subscribing or using the Service, you are agreeing to the terms of this Agreement.

I. Definitions

In this Agreement, the words:

- “We,” “us,” “our” and “UMTB-LA” means Mizrahi Tefahot Bank, Ltd. Los Angeles Branch.
- “You” or “your” means, as applicable, each owner or user of an eligible account.
- “Online Access Process” means the terms under which you are allowed to access and use the Service via the Website, the process or procedures you use in order to obtain access to the Service (including security procedures) via the website and our right to change, suspend or terminate all or part of the Service, this Agreement or your access to the Service.
- “Account” means any one or more accounts you may have with UMTB-LA.
- “Service” means Mizrahi Tefahot Bank, Ltd. Los Angeles Branch Online service.
- “Business Day” means Monday through Friday excluding U.S. and Jewish Holidays.
- “Website” refers to Mizrahi Tefahot Bank, Ltd. Los Angeles Branch Online website and other web pages accessible through umtbusa.com.

II. Agreement

The Service is subject to this Agreement and also the following, which are considered part of this Agreement:

- The General Terms of Use for the Website;
- The terms or instructions appearing on a screen when accessing or using the Service;
- Mizrahi Tefahot Bank Ltd. – Los Angeles Branch’s rules, policies and procedures, as revised from time to time, that apply to the Service and any account;
- State and Federal laws and regulations, as applicable.

In addition to this Agreement, you may have a separate agreement for each of your accounts. Each of your accounts will continue to be subject to any other agreement that applies to it.

III. Conflicts between Agreements

If this Agreement conflicts with the other agreement, or the other agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the account it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in the specific agreement for your account, but that do not appear in this Agreement, will apply.

IV. Use of the Service

With respect to your accounts, available transactions may include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous Business Day.

You agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device (and any ancillary equipment) that can handle and access the

Online Agreement & Disclosures

Service, and that you are responsible for all costs associated with accessing the Service and your accounts.

At the present time, you may use the Service to:

1. Review account balance and transaction history for any of your Accounts
2. Communicate with UMTB-LA using the secure online message feature

V. Service Limitations

The following limitations on UMTB-LA Online transactions may apply:

1. Account Information

The account balance and transaction history information may be limited to recent account information involving your accounts.

2. Online Messaging

You may use the secure online message feature to send messages to us. Online messaging may not, however, be used to initiate a transfer on your account or a stop payment request. UMTB-LA may not immediately receive online messages that you send and UMTB-LA will not take action based on online message requests until UMTB-LA actually receives your message and has a reasonable opportunity to act. If you need to contact UMTB-LA immediately regarding an unauthorized transaction or stop payment request, you may call UMTB-LA at the telephone number (213) 362-2999.

VI. Owners and Authorized Users

A. Owners

If an account is owned by more than one person or has more than one Authorized Representative, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account, to the extent allowed by the terms, conditions or governing provisions of the Account. We may rely and act on the instructions of any such person without our having liability to you. All transactions that an Authorized Representative performs on an Account including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.

If you make a person an authorized signer on an Account, and that authorized signer is enrolled in the Service, we may in our discretion treat that authorized signer as an Authorized Representative. If you notify us that an Authorized Representative is no longer authorized and we have a reasonable opportunity to act on the notice, will be considered unauthorized transactions. Please refer to the specific agreements for your Accounts for more details.

B. Authorized User

You may appoint an individual as an Authorized User for an Account (which means you authorize a natural person who is not an Owner on that Account to have online access to that account). You represent and warrant that the Authorized User will be acting as your agent and on your behalf, will be bound by this Agreement and any separate agreement governing the Account, and is fully authorized by you to act based on the rights you delegate. The Authorized User appointment by one Owner of an Account will be considered an Authorized User appointment by all other Owners of that Account.

Online Agreement & Disclosures

You agree that you may only appoint Authorized User, at our sole option, in accordance with the requirements and procedures we provide to you from time to time. This provision takes precedence over any conflicting provision in any other agreement you have with us. We may discontinue offering Authorized User options or permitting Authorized User to access your Account at any time without prior notice

If you are receiving Authorized User authority in an Account from an Owner, you may not further delegate online authority to other persons to view and/or make transactions on that Account. The Owner is responsible for ensuring that each Authorized User maintains confidentiality of his or her username, password, or other login identification.

If you are appointed as a Authorized User on an Account, you agree that you will access and use the account in accordance with the authority given to you by the delegating Owner. Each time you access or view on that Account, you represent and warrant to us that your action is authorized by the delegating Owner. If we receive conflicting instructions, or if we believe that an Account's security or our security may be at risk as a result of your being a Authorized User, we may at our sole discretion terminate you as an Authorized User, or prevent you from being a, Authorized User without prior notice to you or any account Owner.

The authority of an Authorized User will terminate: (a) when we are notified by an Owner that the Owner appointing the Authorized User ceases to be an Owner on the Account, (b) in the case of Consumer accounts and sole-proprietor Business accounts, upon our receiving written notice of the death or incapacity of the delegating Owner from a court of competent jurisdiction or from a source that we consider official and reliable, (c) at our sole discretion if an Owner or Delegate breaches any provision of this Agreement, or (d) when Delegate ceases to be enrolled in the Service.

VII. Access to the Service

You authorize UMTB-LA to provide access to your Accounts through the Service. You may access your Accounts through the Website to obtain information as authorized on the Website.

To access your Accounts through our Website, you must apply for Online Service and have the necessary hardware and software described below:

<i>Operating System</i>	<i>Microsoft Internet Explorer</i>	<i>Apple Inc. Safari</i>	<i>Google Chrome</i>	<i>Mozilla Firefox</i>
Windows 7	9.0-10.0-11.0	N/A	31.0	25.0
Windows 8	10.0	N/A	31.0	25.0
Mac OS X10.7.4 "Lion"	N/A	6.1.3	31.0	25.0
iPad3	N/A	7.0.4	N/A	N/A
Galaxy 10.1	Native Browser	N/A	N/A	20.0

Upon approval, you may access your accounts through our Website with your username and your security or access code. You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms of this Agreement, you will generally be able to access your Accounts through the Website 7 days a week, 24 hours a day. At certain times, the Service may not be available due to system maintenance or circumstances beyond our control.

Online Agreement & Disclosures

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

VIII. Terminating Online Access

A. For violation of the Agreement

If you violate any terms of this Agreement or any other agreement you have with us, you agree that we may suspend or terminate your access to any one or more of your Accounts. We will not be required to reinstate or re-activate your access.

B. By your own choice

If you close all of your Accounts or withdraw from the Service, we will suspend or terminate your access. We will not be required to reinstate or re-activate your access.

For each Account, you may request removal of online access by sending an email through the Service or by calling UMTB-LA Customer Service at 213-362-2999.

IX. System Maintenance and Online Account Access

At certain times, online access to one or more of your Accounts may not be available due to system maintenance or circumstances beyond our control. During these times, for banking services you may call, write, fax or go to the branch to obtain information about your Accounts.

A. Statement Errors

In case of errors or questions about your UMTB-LA Online transactions listed on your statement, telephone, write, or visit us as soon as you can. We must hear from you no later than sixty (60) days after we sent the *first* statement on which the problem or error appears. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

1. Tell us your name and account number;
2. Describe the transaction 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
3. Tell us the dollar amount of the suspected error.

Here's what we will do: We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. If we need more time; however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will re-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 us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not re-credit your account. We will tell you the results within three (3) business days after we finish our investigation. If we determine that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

B. Use of Personal Financial Management Software

Personal Financial Management Software includes: Quicken® or Microsoft® Money. You are responsible for obtaining a valid and separate licensing agreement with the provider of the Personal Financial Management Software. Your license agreement with

Online Agreement & Disclosures

the provider of the Personal Financial Management Software may restrict the duration of your online access; we will not be liable for any such limitations or restrictions.

The download option for Accounts allows you to download certain information into your Personal Financial Management Software via Direct Connect or Web Connect. The following is a brief description of the various features of and requirements for using the download option. From time to time, we may add to, modify, or delete any feature of the download option at our sole discretion.

C. Account Information

You understand and agree that:

- not all of the information in your Accounts can be downloaded into your Personal Financial Management Software;
- information you can download may not include all of your account activity;
- the account information will not necessarily reflect banking, activities and transactions that have not yet been completed or settled and will only reflect the account information in your Accounts at the exact point in time that you download the information;
- account information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your Personal Financial Management Software will not be automatically updated by us, and that you will have to update the Account information by downloading more current information from your accounts;
- the Account information may include information you have provided to us; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information in your Personal Financial Management Software, which, for example, as stated above, may not be the most updated information and it may not include pending transactions which has not settled.

D. Security of data transmission and storage

1. You agree and understand that:

- you assume all risk that any Account information you download and store in your Personal Financial Management Software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the Account information out of our secure systems by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Personal Financial Management Software provider); and
- we are not responsible for the security and confidentiality of the Account information if you: (a) 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

Online Agreement & Disclosures

(b) allow other persons access to your Personal Financial Management Software.

2. 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 computer (or other 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 in a computer or other electronic device.

E. Disclaimers

1. You agree and understand that the Account information you download through the download option is provided to you "as is" and "as available."
2. You agree and understand that we make no warranties and have no liability as to:
 - The accuracy, completeness, availability or timeliness of the Account information, text, graphics, or other items in the Account information that you can download through the download option;
 - The errors or omissions in the delivery or transmission of the Account information from us to you (and "you" includes delivery to your Personal Financial Management Software and/or your computer); and
 - The download option's fitness for a particular purpose and non-infringement of any third party rights.
3. You agree that we will not be liable to you for:
 - your inability to use the download, transfer and/or bill pay option;
 - the accuracy, timeliness, loss or corruption, or misdelivery, of any Account information, transfer, bill payment or any other information;
 - unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
 - your inability to access your Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), natural disasters, strikes, or other labor problems); or
 - any other matter relating to the download, transfer or bill pay option.

Bill Pay payments made via Quicken® or Microsoft Money® are NOT covered by Mizrahi Tefahot Bank Ltd. – Los Angeles Branches policies and procedures.

F. Security for your account

You will use a username and a password, and/or such other security and authentication techniques as we may require, from time to time, to access your Accounts through the Service. We recommend that you change your password regularly. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as random number generators, to enhance the security of your Accounts. We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as

Online Agreement & Disclosures

JavaScript support and "cookies", in order to utilize the Service. We may also acquire detailed information concerning the computer or computers you use to access the Service, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to the Service.

G. Creation of new password

Your password:

- can be changed within the Service or by calling Mizrahi Tefahot Bank Ltd. – Los Angeles Branch Customer Service at 213-362-2999.
- must have the minimum number of characters we may specify from time to time and must include at least one letter and one number. You may also use special characters (for example, @, %, &, #). Your password is case-sensitive.

For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password confidential.

H. Protecting your security

If you believe that your password may have been lost or stolen, or that someone has viewed or downloaded from your Account without your permission, or if you suspect any fraudulent activity on your Account, you agree to immediately notify Mizrahi Tefahot Bank Ltd. – Los Angeles Branch Customer Service at 213-362-2999 or writing to Mizrahi Tefahot Bank, Ltd. Los Angeles Branch, 800 Wilshire Boulevard, Suite 1600, Los Angeles, CA 90017.

In the event of unauthorized use of your username and password, you may be liable for resulting losses, to the extent permitted by law.

Information exchanged through the Service is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in protecting your username and password for the Service. Please use maximum caution in protecting your username and password

I. Privacy

We are committed to protecting your privacy. All information gathered from you in connection with using the Service will be governed by the provisions of the Mizrahi Tefahot Bank, Ltd. - Los Angeles Branch Privacy Policy.

We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

In accordance with that policy, we will disclose information to third parties about your account and/or transfers you may make in the following limited circumstances:

1. To comply with government agency or court orders
2. If you give us your written permission
3. If you used the wrong access code or you have not properly followed any applicable computer or UMTB-LA user instructions.

J. Additional Responsibilities

Online Agreement & Disclosures

You are responsible for:

- actions that may be taken by anyone using the Service after signing in with your username and password. We are entitled to rely and act upon instructions received under your username and password.
- keeping your username and password confidential and for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.

You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the Service on your Account whether or not authorized by you. You agree to immediately notify UMTB-LA Customer Service at 213-362-2999 and report any actual or suspected unauthorized use of your username or password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity.

You will:

- not use the Service for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use the Service;
- not use the Service for any activity or use that may disrupt the Service or the networks through which you access or use the Service; and
- not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

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

K. Disclaimer of warranties; limits on our liability and obligations to you; your agreement to indemnify us against certain losses

1. Disclaimer of Warranties

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

2. Limits on our liability and obligations to you

In no event will UMTB-LA or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this

Online Agreement & Disclosures

Agreement, the Service, or the inability to use the Service, even if advised of the possibility of such damages.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- any loss or liability you may incur resulting in whole or part from any failure or misuse of:
 - o your equipment, or
 - o software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them, or
- any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

UMTB-LA does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate:
 - o any applicable provision of any risk control program of the Federal Reserve or the Federal Deposit Insurance Corporation (FDIC), or
 - o any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will UMTB-LA be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

Online Agreement & Disclosures

L. Your Agreement to Indemnify us against certain losses

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;
- your violation of any law or rights of a third party; or
- the provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative or your Delegate.

M. Implementation of Notices

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one Owner on your Account, we may send Account Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

N. Export Control; International Use

The United States controls the export (including the download) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations ("EAR"). This Service may contain Controlled Technology subject to the EAR. You agree to access and/or download Controlled Technology related to this Service only in the United States. You further agree in your use of the Service not to access or download Controlled Technology from any country where such access or download is prohibited (currently North Korea, Iran, Cuba, Sudan, or Syria), and agree that you are not a person or entity to whom such access or download is prohibited. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

This Agreement will be in effect from the date your enrollment in the Service is submitted by you and accepted by us and at all times while you are using the Service or any Online Financial Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Account through the Service, in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

Online Agreement & Disclosures

Access to an Account through the Service, in whole or in part, may be suspended and/or reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Account by calling UMTB-LA Customer Service at 213-362-2999.

If you do not access your Accounts through the Service for any 3-month period, we may terminate your Service.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

O. Governing Law

Each of your Accounts will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Accounts (for example, your deposit account agreement). In any legal action or claim regarding this Online Access Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.



Treasury Management Services Agreement

This Treasury Management Services Terms and Conditions (“Agreement”) will be effective as of the first day we make the Services accessible to you. Unless otherwise stated, any reference to the Agreement shall include applicable schedules, enrollment forms and exhibits to the same, as well as applicable user guides, user manuals, set-up forms and other user materials, including online terms and information. Each time you access the Service, you confirm your agreement to these terms, as amended from time to time. You agree that the Accounts accessed using the Services will only be used for business purposes and not for personal, family or household purposes.

This Agreement is in addition to other agreements between Mizrahi Tefahot Bank Ltd and you, including but not limited to (as applicable), your checking, savings, and other deposit account agreements, as may be modified from time to time. If there is a conflict between the terms and conditions of this Agreement and those contained in the Account Agreement (“Deposit Agreement”), this Agreement will control.

Available Services

With the Services, you can (subject to Digital One system limitations):

- Obtain Account information
- Transfer funds between linked Accounts, excluding certificates of deposit transfers (“Book Transfers”)
- Initiate check stop-payment instructions
- Set up account alerts (“Alerts”)
- Download (or “export”) Account information for transfer to specified financial software programs and/or spreadsheets (“Download Service”)
- Initiate bill payments (“Bill Payments”)
- Originate automated clearing house entries (“ACH Service”)
- Initiate funds transfer requests (“Wire Transfers”)
- Access some of the Services and present checks for deposit to your linked Accounts using your wireless access device (“Mobile Banking”)
- Facilitate remote check deposit transactions using scanning equipment and/or your wireless access device (“Remote Deposit”)
- Positive Pay Services

Some Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated. Some of the Services may appear on your screen that have not been activated for your use. We may make other services available to you and you agree to be bound by the terms and conditions of the additional services, as they apply, in addition to the terms of this Agreement.

Dollar Limits

Some Services have dollar limits that will be separately disclosed in the Supporting Documents.

Cutoff Hours

A Communication received by us after the cutoff time on a business day, or on a day that is not a business day, may be treated by us as if it were received on the next business day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time when you send a Communication to us and the time we receive it. All times provided in this Agreement will refer to Pacific Time. Our current cutoff hours are as follows:

Positive Pay Exceptions Review	11:30 AM
Positive Pay Upload File	2:00 PM
Foreign Wires	10:30 AM
Domestic Wires	10:30 AM
Internal Book Transfer	4:00 PM
Remote Deposit Capture (Scanner) Mon-Friday	3:30 PM
Mobile Banking Deposits Mon –Friday	3:30 PM
Check Stop Payments	3:30 PM
Bill Payments	1:00 PM
ACH Transfers (Standard)	2:00 PM

General Terms

Definitions. In this Agreement, defined terms have the meaning given to them. In addition:

- An “account” means any account you maintain with us and can include all accounts and products you use with us. Your “Account” refers to the account(s) you have designated as the account accessible to the Services, at our discretion this may include loan accounts.
- The “Administrator” is a person who is able to provide Security Codes, to and establish access and use authority and/or limitations for Sub-Users.
- Your “available balance”, “available funds” and similar words mean the balance in your Account as determined under our funds availability policy, subject to our reserved right to hold or “freeze” funds after you have initiated a Service, as more fully outlined under “*Sufficient Funds*,” below.
- “Communication(s)” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.
- A “payment order” is a payment order as defined under Section 11103(a)(1), as amended or revised, of the California Commercial Code, and includes a Communication received by us instructing us to pay, or to cause another bank to pay, a fixed or determinable amount of money to you, to a third party or to any other beneficiary.
- Your “Security Codes” are the security procedure credentials (such as codes and passwords, and may include hard or soft tokens for some Communications) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access Accounts and to use the Services. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- The “Service(s)” are the online banking interface and the banking services described in this Agreement.
- A “Sub-User” is a person other than the Administrator who uses Security Codes to access a Service. The Administrator (and not Mizrahi Tefahot Bank Ltd) controls the designation of Sub-Users and the access or other limitations (if any) placed on a Sub-User’s use of the Services.
- “Supporting Documents” refers to supporting materials made available by us and includes any schedules, and exhibits, user guides, user manuals, set-up or enrollment forms and other user materials, including online terms and information.
- The word “includes” means “including but not limited to” the examples given.

- The word “may,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “may” take is authorized by you and allowed to us, but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.
- The words “we,” “us,” “our,” “Bank” and similar terms are used to refer to Mizrahi Tefahot Bank Ltd.
- The words “you,” “your,” “Client” and similar terms are used to refer to the person entering into this Agreement and to the each person who is an owner of or has an interest in an Account together with the owner’s authorized representatives.

Agreement. We may act on requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner (including joint owners) or their authorized representatives. Each time you use our Services or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Services, including instructions presented to you at our website, as amended. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. If you are a natural person, you certify that you are at least 18 years or older.

You expressly agree that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business.

Eligible Accounts. If you wish to add a new Account to, or remove an existing Account from, Service access, you must contact us at (213) 362-2999 or at Operations@umtbusa.com. We are not, however, obligated to establish access to any or all of your Accounts, and not all Services may be available with all Accounts. Some Services may not be available without special application to and approval by us, or may be limited to specific types of Accounts.

Eligible Accounts include the following types: checking, money market, and time deposits. In some cases, we may allow loans and lines of credit to be linked, for information purposes only. No online transactional activity is allowed on certificates of deposit or loan accounts, which are view only. Accessibility to Accounts may vary based on the Service(s) you use.

You agree to review the configuration of your Account(s) at commencement of the Services, and periodically thereafter, and to restrict Sub-User access to Accounts and to specific Services on these Accounts in accordance with your risk assessment.

Sufficient Funds. You must have sufficient available funds in your Account to cover the amount of any transaction that would be charged to your Account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds or available credit in your Account (if any). We may hold (or “freeze”) funds at any time after you have initiated a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds for any reason, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money. If, in our sole discretion, we pay or reject any transaction that is facilitated through the Service against insufficient funds, you agree that nonsufficient funds (NSF) and/or overdraft charges, as applicable, may be assessed pursuant to the Deposit Agreement.

Provisional Credit. You acknowledge that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. You agree that when we give you credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until we receive final settlement for the payment order. We may delay availability of provisional funds at our discretion. If we do not receive final settlement, you must return the funds previously credited to your account to us, and the person who sent the payment order will not be treated as having paid you. We may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if we believe in our sole discretion that there may not be sufficient funds in your account to cover chargeback or return of such transaction.

Amending/Canceling a Transaction. Except to the extent this Agreement provides otherwise, you do not have the right to amend or cancel a payment or transfer instruction once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. If we attempt to effect a change or cancellation, you agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any such change or cancellation. You assume sole responsibility for providing notice to the receiver/beneficiary that a reversal is being transmitted, as applicable, and the reason for the reversal no later than the settlement date of the reversing entry.

Inconsistencies. If a beneficiary of a payment order is identified by both names and account number, payment may be made by us and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and identifying number, we and other financial institutions may rely on the identifying number even if the name and the identifying number are not consistent or identify different parties.

Access Restrictions Waiver. Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. We may limit or deny Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts.

Compliance with Laws and Rules. You agree to comply with all state and federal laws, rules and regulations applicable to you and to your use of the Services (the "Laws"), including the operating rules of all systems used to provide Services to you (the "Rules"), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, you agree and acknowledge that the Services may not be used by you in violation of the laws of the United States, including sanction laws administered by the Office of Foreign Asset Controls. You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts.

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

- The terms or instructions appearing on a screen when using a Service;
- The terms of our deposit account agreement with you, and our rules, procedures and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for bill payments facilitated through the ACH;
- Applicable state and federal laws, rules and regulations; and
- The rules of other funds transfer systems when used in connection with a Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. We are not obligated to provide information, updates or notice of or regarding the Laws or the Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates or notices of or regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

Transaction Limitations. Certain Accounts may be subject to transaction limitations. Refer to your Deposit Agreement for further details. Additionally, for certain types of transactions/transfers from a money market or savings account, you are permitted to make no more than six transfers and withdrawals, or combination of them, per calendar month or statement cycle (of at least four weeks), to another account or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction,

including by check, draft, debit card or similar order by you and payable to third parties. If you exceed these limits, we may impose a fee, close or convert your Account, limit your use of the Services, or any combination of the foregoing.

Processing for and by Others (including ACH Origination Agents). You will not use the Services or any Accounts to process for third parties or any other person (a “Third Party”) except after written notice to us and subject to our prior approval. If any such approval is given, except as may otherwise be specified in writing by us in such approval, you represent and warrant that: (a) You are duly authorized by each Third Party to act on that party’s behalf for all purposes necessary under this Agreement, and the Third Party is bound by and responsible for all of your acts or omissions; (b) You have obtained from the Third Party agreement to terms and conditions substantially similar to those contained in this Agreement; (c) the security interest given in Accounts is legal, valid and binding on the Third Party (to the extent of any property rights the Third Party may have in the Accounts or funds in them); (d) the Third Party will cooperate with us in all ways reasonably requested by us, including the execution and delivery of such contracts and agreements between us and the Third Party as we may reasonably request; and (e) You and the Third Party are in compliance with all Applicable Laws and Rules as may apply to your processing for the Third Party. You will from time to time provide us evidence reasonably satisfactory to us of the accuracy of each of the foregoing if requested.

You will not use any Third Party to access the Services on your behalf except after written notice to us and subject to our prior approval. Use of any Third Party (whether or not approved by us) constitutes your appointment of that Third Party (and any agents, delegates or assigns of the Third Party) as your agent whose acts and deeds are your acts and deeds. We may require that any agent of yours submitting ACH Entry data to us on your behalf be designated as an authorized ACH origination agent of yours in a separate agreement, subject to our prior approval.

We may (but are not required to) require that any Third Party, as a condition to use of a Service on your behalf: (a) provide evidence satisfactory to us that the Third Party is in compliance with all laws, rules and regulations applicable to the Third Party and its business activities; (b) enter into indemnity or other agreements acceptable to us; and (c) otherwise satisfy us that the use of the Service will not increase risk to us. You appoint any Third Party used by you for Services as your agent, and all persons using the Service on the Third Party’s behalf as one of your authorized representatives.

You remain responsible for all your obligations under this Agreement, including your compliance with all Applicable Laws and Rules. Malfeasance, error, omission, negligence, or fraud by the Third Party, or other controversy between you and the Third Party (including Third Party action in breach of or in excess of that called for under any services agreement or arrangement between you and the Third Party) shall not excuse you from full and complete fulfillment of all obligations imposed on you under this Agreement. You shall be bound by all Communications from or use of the Services by the Third Party that are done in your name, whether or not authorized by you, if the Communication is attributable to you by operation of any law (including the laws of agency), or as a result of this Section, or if the Communication is attributable to you under this Agreement. We shall have no duty to investigate or question any act or omission by a Third Party purporting to act on your behalf.

Computer Equipment and Software to Access the Services

To use the Services, you must have a sufficiently powerful computer hardware and appropriate software. Some Services may require you to download software from our website; in some cases, we may place software on your computer as part of our security and/or verification tools. You are solely responsible for the selection, installation, operation and maintenance of your equipment and software as necessary for your use of the Services. You agree to use equipment and software that is compatible with our programs and systems, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.** You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. For security purposes, you agree to keep your browser and operating system up to date. You agree to

install and maintain appropriate firewall and anti-virus software on any equipment you use to access the Service, to protect your data when connected to the Internet. Except to the extent limited by applicable law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting your equipment or software.

You agree to maintain the confidentiality of the Security Codes at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services. Note: Some browser software may store user names and security codes to facilitate the future use of a website. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature.

Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity.

Linking Accounts

We reserve the right to limit which Accounts may be "linked" under the Services. Any signer on any linked Account, acting alone, is authorized by you to access and use Services for any other linked Account, whether or not that person would be authorized to transact on the other linked Account in the absence of this Agreement.

You represent and warrant that you have authorization from the Account owner to engage in each Service used by you affecting an Account that is linked. You make this representation and warranty at the time the Accounts are linked and each time you use a Service to access or transact on an Account. These representations and warranties are in addition to any others contained in this Agreement or in any supplemental agreements that may be required by us.

Security Code Credentials

During your enrollment for the Services, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys or other means of authenticating your identity and electronic communications in your name. These may include a customer number, logon name, and password. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service.

You agree to implement and maintain administrative, technical and physical safeguards to protect against unauthorized access to or use of any account information which you may access or store on your computer or other data storage system(s). Without limiting the foregoing, you agree to change all passwords with sufficient frequency so as to protect confidentiality, and in any event no less frequently than every 90 days. You agree not to disclose your Security Codes to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your computer or mobile device (for example, do not write them down). NOTE: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature. For security reasons we may disable your Security Codes, for example if they are entered incorrectly several times. Passwords should not be easy to guess: for example, your children's or pet's names, birth dates, addresses or other easily recognized identification related to you. It is also recommended you do not have your browser automatically remember your password. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited. After unsuccessful attempts to use your Security Codes, we may revoke your access to the Services. To re-establish your access to the Services, you agree to contact us at (213) 362-2999 or at Operations@umtbusa.com.

You agree that if you give your Security Codes to anyone, you do so at your own risk since anyone with your Security Codes will have access to your Accounts. At any time you may ask us to disable your Security Codes to prevent further access by others or for any other reason. Except to the extent limited by applicable law, you agree to indemnify and release us from liability for any claims related to our having honored a transaction or action in reliance on your Security Codes having been provided to us to facilitate the transaction or action.

Contact in Event of Unauthorized Transfer

If you believe any part of your Security Code, including your password, has been lost or stolen contact us:

Phone: (213) 362-2999 email: Operations@umtbusa.com

Authorized Representatives

You are responsible for and bound by any Communication we receive in your name through a Service if the Communication: (a) comes from an authorized representative or Sub-User; or (b) is authenticated using security procedures, referenced herein, even if not authorized by you; or (c) is legally binding on you under the laws of agency, contract or otherwise.

Your “authorized representative” includes each person who is (1) authorized by you to conduct business with us, including as part of your account management resolution(s); or (2) a principal officer of yours (such as your CEO if you are a corporation, or a partner in a partnership, or a manager in an LLC); or (3) otherwise authorized (or deemed authorized) to act on your behalf, whether under this Agreement or any other agreement with us, by the laws of agency, or under by any other state or federal law, rule or regulation. Without limiting the foregoing, for the purpose of this Agreement, the term “authorized representative(s)” will include but not be limited to, anyone who is an authorized signer on an Account, as well as anyone else to whom an account owner grants Service access.

Responsibility For Communications In Your Name, Whether Or Not Authorized By You

The Security Codes are security procedures. You agree that we may use the security procedures to verify the authenticity of Communications that are received by us in your name. If we verify the authenticity of a Communication or instruction received in your name using the security procedures, we may rely on it and you will be obligated on the Communication or instruction, whether or not it was authorized by you.

On the other hand, if a Communication or instruction was authorized by you or if you would otherwise be bound by it under this Agreement, you will be obligated on it even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures and any logins, passwords, codes, security devices and related instructions provided by us in connection with the security procedures described in this Agreement.

Responsibility For Security Procedures

In addition to the Security Codes as security procedures, you may choose additional security procedures. We may from time to time offer supplemental security procedures, and you agree to consider them. You agree to follow any instructions we provide to you about using, storing or otherwise related to security procedures.

You agree to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Services to accomplish. You agree to consider the risks presented by the possibility of unauthorized access to these Services, including the risk loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you. You agree to use Services only after determining, and only for so long as you continue to determine, that the security procedures are a commercially

reasonable method of providing security against unauthorized payment orders or other Communications. You agree and acknowledge that the security procedures are commercially reasonable for you and that you will be bound by instructions or Communications in your name, as set forth above.

You agree to take appropriate steps to ensure that all Security Codes are protected and kept confidential. In your review of the Services, including those aspects of the Services pertaining to the issuance, use, and protection of Security Codes and security procedures, you agree to notify us if your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify us, then you acknowledge and agree that the security procedures of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

Data Retention

You will retain data on file adequate to permit remaking or reconstruction of all requested Services (including payment orders or other money transactions) for one year following the date of the execution of the request to which such data relate, and will provide the data to us upon our request. You agree to determine promptly the accuracy of all records and information regarding a Service and to notify us immediately of any errors in such records or information. Nothing in this Agreement relieves you from: (a) any responsibility imposed by law, regulation or contract with regard to the maintenance records; or (b) any responsibility to perform audits and account reviewers customarily conducted by persons or entities whose businesses are similar to your business.

Email

While access to us through the secure email function of the Services is online, messages sent to us through email are not reviewed by our personnel immediately after they are sent. If immediate attention is required, you must contact us by telephone or in person.

Your email messages may be acted upon by us if received in a manner and in a time providing us a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Email or messages sent by us to you will be deemed received by you when sent by us to you at your email address as shown on our records. You agree to notify us (using the Service or otherwise in form acceptable to us) whenever your email address changes. You agree that information or messages made available to you via the Services will be deemed received by you when first posted on our website or made available to you. You agree to access the Service from time to time, in no event less than monthly, to access this information or the messages. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any email shall nevertheless be deemed to have been provided to you if the email was sent to the email or other contact we have on file for you.

Account Information Services

The Services include the ability to obtain Account information, subject to system limitations. Balances and transaction information reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Some transactions may not be reflected by the system until the following business day. Services performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification or other items in the process of being posted to the account, and may not include outstanding checks, debits or credits. You understand and agree that Account information may not reflect transfers made by multiple users from the same Account if different login credentials are used for the same Account. You agree to communicate to other persons with authorized access to your Accounts concerning any transfers from your Accounts, in order to avoid overdrafts. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in your access to online information. If you are unable to access the Services for any reason, you may contact us directly.

Book Transfers

Book Transfers posted to your account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements. We do not provide any other notice of the receipt, transmittal or debiting of funds transfers.

Scheduling Fund Transfers. You may instruct us to initiate single or recurring fund transfers on any business day (the “Transfer Process Date”), subject to system limitations. If the Transfer Process Date for a Book Transfer falls on a weekend or holiday, the transfer may be sent the following business day. To initiate a transfer, you must specify the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

Transfer Authorizations Generally. When we receive a Book Transfer instruction from you, you authorize us to debit your eligible Account for the amount of any such instruction plus any related fees in effect at the time you initiate the instruction. You also authorize us to credit your eligible Account.

Erroneous Transfer Instructions. You assume sole responsibility for accurately describing transfer amounts, dates, and accounts. We are not responsible for confirming such information, or for identifying or refusing to process duplicate transfer instructions. If you give us a transfer instruction that is incorrect in any way, you agree that we may charge your account for the transfer whether or not the error could have been detected by us. We are not obligated to detect or correct errors in your transfer instructions.

Rejecting Transfer Instructions. We may reject transfer instructions with or without cause or prior notice. We may reject a transfer instruction, for example, if you do not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If we reject a transfer, you may need to re-enter the information if you wish to make the transfer at a later date.

Cancelling Transfer Instructions. For same-day Book Transfer requests, once submitted, the transfers cannot be cancelled through online banking. For future dated Book Transfers, the transfers can be cancelled through online banking up to the applicable cutoff hour on the business day before the Transfer Process Date.

Download Service

The Download Service is compatible with Quicken® and certain other financial management software programs (“Programs”). We will not control or oversee any administrator, user or similar function that may be made available through the Programs. The fact that we are, or may be made aware of, or could have discovered, any limitation on access to the Download Service as imposed by you through the Programs, or otherwise, does not make us obligated to enforce or attempt to enforce any limitation. You understand that the Program(s) may be utilized without regard to any restrictions otherwise applicable to an Account. For example, the Program(s) may be utilized regardless of whether an individual user is also an authorized signer on your Account signature card.

Access to Account Data. You can download balance and other Account information through the Download Service. Since certain information and transactions may not be processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in the system, or unauthorized access to information once it has been accessed by the Program(s).

Software, Equipment and Third Party Content. You are responsible for obtaining and maintaining any software, including the Quicken® or other compatible software and equipment that is necessary for the Download Service to interface with the Program(s). Through the Program(s) you may be able to access content provided or operated by third parties, including content that was originally sourced from data downloaded from our Service (“Third Party Content”). Unless we tell you otherwise in writing, we do not operate or control any such Third Party Content or any of the information, products or services accessed or uploaded through the same. You acknowledge and agree

that: (i) You access Third Party Content at your own risk; (ii) We make no representation or warranty, and assume no responsibility for, Third Party Content provided or operated by third parties, actions or omissions of third parties, operators or providers; (iii) We make no endorsement of, and assume no responsibility for, Third Party Content uploaded to our system or your hardware, or goods or services offered on or advertising on or by any other party; (iv) By using third party services or software, you may be exposed to material that is offensive, indecent or objectionable; (v) we do not own or operate Third Party Content and will not be responsible for the privacy or security practices of the Programs; and (vi) although we may have a contractual or other relationship with the operators of a linked website or the providers of Third Party Content, we will not be responsible for the Third Party Content, accuracy, completeness, integrity, availability, timeliness or operation of their website or the Third Party Content provided. You agree to hold us harmless in connection with all of the foregoing.

Bill Payment Service

Generally. When using the Bill Payment Service, you must designate the Account (“Bill Payment Account”) from which the Bill Payments are to be made, the complete name of the payee, your account number with the payee and the payee’s remittance address (as exactly as shown on the billing statement or invoice), the amount of the payment and the date you want the payment to be processed from your Bill Payment Account (“Send On Date”).

Cutoff Hours, Dollar Limitations and Frequency Restrictions. Bill Payments will be subject to applicable cutoff hours, dollar limitations and frequency restrictions which we may revise at any time.

Use of Vendors; Use of Information. We may use one or more bill payment vendor(s) to provide the Bill Payment Service, and you understand that various financial intermediaries and their servicers may be involved in processing any one of your Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time your Bill Payment Account is debited and the time the payee is paid. Any information you provide may be used by us or any of these other parties to complete or otherwise deal with your transaction or comply with any laws, rules or regulations. If there is a dispute between you and us, or between us and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), you authorize us to obtain information regarding you, your Account and your Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information.

Setting-Up Payees. When you sign onto the Bill Payment Service, you must establish your list of payees. A payee is anyone, including us, that you designate to receive a Bill Payment; provided that we accept the payee for the Bill Payment Service. If we accept the payee, then the payee will be placed on your authorized list of payees. Each time you want to initiate a Bill Payment, the payee must be on your authorized list of payees, and if payment will be facilitated electronically to the payee’s financial account (rather than by paper check) the payee’s receiving financial account must be within the United States.

We are not responsible if a Bill Payment is not made to a payee because you provided us with incomplete, incorrect or outdated information regarding the payee or we attempted to make a payment to a payee that is not on your authorized list of payees. Also, we reserve the right to refuse to approve a payee for your authorized list of payees and to otherwise prohibit payment to a payee via the Bill Payment Service.

Payment Methods. We reserve the right to select the method in which to remit funds on your behalf. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off our third party service provider’s account), or a demand draft payment (where a negotiable instrument is created and drawn off of your Bill Payment Account).

One-Time Payment. You can use the Bill Payment Service to make a one-time Bill Payment. A one-time Bill Payment will be processed on the Send On Date; provided that the Send On Date selected by you is a business day and you submit your one-time Bill Payment instruction prior to the Bill Payment cutoff hour for that date. If you select a Send On Date that is not a business day or submit your Bill Payment instruction after the Bill Payment cutoff hour for that date, then the Send On Date will be the next business day.

Recurring Payments. You can use the Bill Payment Service to make recurring Bill Payments. The Bill Payment Service will allow you to schedule Bill Payment instructions that will cause a Bill Payment to be processed from the selected Bill Payment Account on your selected frequency on an ongoing basis. However, if the future Send On Date is on a non-business day, then the new future Send On Date may be the next business day.

Available Funds. For Bill Payments, you will need to have sufficient available funds in your designated Bill Payment Account to cover the amount of the Bill Payment on the Send On Date. If payment is facilitated using a demand draft drawn directly against the Bill Payment Account, sufficient available funds must remain on deposit in the Bill Payment Account until the demand draft has cleared. You can initiate Bill Payments up to the available funds in your Bill Payment Account, plus any linked credit or other overdraft facility (as applicable). If you exceed these limits, then we may prevent (or reverse) Bill Payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills.

Non-Recommended Payees. We do not recommend that you use the Bill Payment Service to pay your federal, state or local taxes, courts or other governmental entities. These agencies normally require an accompanying coupon, which cannot be provided via the Bill Payment Service. We will not be liable for penalties, interest or other damages of any kind if you try to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

Scheduling Payments in Advance of the Due Date. The Send On Date is the date that we will initiate the Bill Payment. Bill Payments should be scheduled sufficiently in advance of the due date of your bill ("Due Date") to allow the payee to receive it on the Due Date set by your payee and without taking into account any grace period that may be offered by your payee. Electronic bills will be paid within 72 hours of the close of business of the Send On Date. Some companies you pay through the Bill Payment Service are not set up for electronic payment and therefore will receive a paper draft on your behalf. These paper draft payments can take up to seven (7) business days to process before the payee receives the payment. You are responsible for ensuring that you initiate a Bill Payment instruction in time for the payment to reach the payee before its Due Date (without taking into account any grace period). You must allow at least seven (7) business days, prior to the Due Date, for each Bill Payment instruction to reach the applicable payee. We are not responsible for any damages you may suffer if you do not allow at least seven (7) business days between the Send On Date and the Due Date of your bill or obligation, without counting any grace period offered by the payee.

Payment Changes and Cancellation. You may change or cancel a Bill Payment instruction via the Service as long as you submit the change or cancellation request by the applicable cutoff hour, 2:00 p.m. prior to the Send On Date for the Bill Payment instruction and you follow the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations.

Accurate Information on Payees. The Bill Payment will be processed using the information you supply, and if the information you give to us is inaccurate or incomplete in any way the Bill Payment may be delayed or misdirected. If the Service provides you with a series of options regarding payee address or location, you are responsible for correcting that information if such information does not agree with your records or with your particular bill. We and the others that handle your Bill Payment (including the payee's bank) are entitled to rely on information you supply, such as the payee's account number or the routing number of the payee's bank, even if the name you give to us and the number you give to us identify different persons.

ACH Entries. Electronic payments that are made through the ACH are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment. Furthermore, you agree that any payment by us to you for any returned credit entry or credit reversal is provisional until receipt by us of final

settlement for such entry. If final settlement is not received, we are entitled to a refund from you of the amount credited and we may charge your account for the amount credited. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover charge back or return of such reversal.

Check Stop Payment Services

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment feature and submitting all the required information to us ("Check Stop Payment"). All Check Stop Payment requests, renewals, and revocations of stop orders will be subject to our current policy on stop payment requests. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment. You are responsible for reviewing all information available to you to determine whether the check has already been paid, including your account statements. Information available online may not include sufficient current and historical information to verify whether the check has been paid. Your receipt of a Check Stop Payment confirmation via the Service, or acceptance of your request via the Service, does not conclusively represent whether or not the check has already been paid. We may accept a Check Stop Payment request from you with respect to a check that has already been paid, and we will have no obligation to determine or notify you that such check was previously paid. In any event, we must receive your Check Stop Payment request sufficiently in advance to provide us with a reasonable opportunity to process your request in sufficient time prior to presentation of the check. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment.

You must give us timely, complete, and accurate information as prompted by the Service, including the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check.

You may use the Check Stop Payment Service to stop payment on checks that you have written against your Accounts. If you wish to cancel or amend any other Service transaction, you should use the process applicable to that Service, and you will be subject to any limitations or inability to stop applicable to that Service.

You may not use the Check Stop Payment Service to stop payment on any ACH/electronic fund transfer/point-of-sale transaction; any cashier's check, certified check or other official institution check you have purchased from us or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

A Check Stop Payment request against a check is effective only against the check that is described in the Check Stop Payment request. A Check Stop Payment request is effective for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

You assign to us your rights against the payee or any other holder of any check on which you have requested a Check Stop Payment, and you agree to cooperate with us in any legal action we may take against such persons. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Your obligations under this subsection will survive termination of this Agreement.

Account Alerts

The account Alerts feature is a convenience tool that permits you to request automated notification in specific situations by text message or email. By setting up the Alerts feature, you authorize us to send the communications by email or text message, to any address or mobile number we have on file for you. Alerts do not replace standard communications you receive from us concerning your accounts. If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent

through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed, or prevented by factor(s) affecting your access, including your Internet service provider(s), phone operator(s), and other relevant entities. We do not guaranty the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you for any Alert, at any time. Your wireless carrier's normal fees and charges, such as charges for text messages, will apply. The information in any Alert may be subject to certain time lags and/or delays. With the exception of certain fraud alerts, you may stop or suspend Alerts at any time.

Consent For Us to Contact You By Email and Phone, Including Cell Phone and Text Messaging

You agree that we and our affiliates and agents may contact you at any email address or telephone number you provide to us (including cell phone calls and text messages) to communicate with you regarding your account, any transaction with us, and/or your relationship with us. You further represent to us that you own the email addresses and telephone numbers you provide to us, or that you are authorized to provide this consent on behalf of the owner. You authorize us to make autodialed, prerecorded or artificial voice ("PAV") calls to any number(s) you provide and you acknowledge that, in any event and to the extent not prohibited by applicable law, by voluntarily providing your telephone number(s) to us, you expressly agree to receive autodialed, PAV messages and texts from us, including from our affiliates and third parties calling on our behalf. Your service provider may impose a charge you for those calls/messages, including message and data rates. If necessary, you may change or remove any of the email addresses or telephone numbers at any time by contacting us at 213-362-2999.

Right to Opt-Out. You may opt-out of autodialed, PAV calls or text messages from us at any time. To opt-out of autodialed and PAV calls (but not text messages), call us at 213-362-2999 or e-mail us at Operations@umtbusa.com. You may also opt-out of receiving text messages from us, subject to applicable law. To opt-out of text messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out.

Wire Transfer Services

You are responsible for all wire transfer requests ("Requests") to the fullest extent provided by law and as set forth in this Agreement. We may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer, internal transfer) to be used when acting on upon your Request. A Request is considered executed when we execute it.

Payment Account Designation. When you initiate a Request you authorize us to charge the designated Account for the amount of the payment, plus any applicable fees and charges imposed by us or by any intermediary bank. Each Request authorizes us and any intermediary bank to obtain payment for fees and expenses, including our and those of any (including subsequent) intermediary bank(s). We and any intermediary bank may obtain payment by issuing a payment order in an amount that is reduced by the amount of these fees and charges. We may but are not obligated to provide you with advance notice of intermediary bank fees and charges. You agree that we may retain or be paid a portion of any fees or charges imposed or collected by an intermediary bank. You agree that if an intermediary bank is used whose fees and charges are not disclosed to you in advance, then we are not liable in any manner whatsoever for any losses or damages you may suffer as a result of that bank's processing a payment order in an amount less than the payment order given requested by you.

Foreign Fund Transfers. If you request a funds transfer to a foreign country, we will transfer the payment in United States Dollars. If a Request is returned, you agree that the exchange rate for conversion of the foreign currency into United States Dollars may differ from that used by us to process the initial fund transfer and that adjustment to your Account may be less (or more) than the amount initially debited from such Account to fund the fund transfer. You agree that, except to the extent limited by applicable law, we may not be held liable for any loss or damage due to any act, error, or omission of any international correspondent, domestic receiving bank or agent, including the failure of the international correspondent, domestic receiving bank or agent to locate, or error in identifying the named payee, or from failure to effect payment, or due to any other cause whatsoever beyond our control, including the demise or failure of the international correspondent's domestic receiving bank or agent. FDIC deposit insurance does not insure against any loss due to foreign currency fluctuations. We are not responsible for losses incurred as a result of the foreign exchange rate applied to the conversion from United States Dollars to foreign currency or visa-

versa. Except to the extent limited by applicable law, you agree to indemnify and hold us harmless from and against any liability, loss or damage incurred by you or us in connection with any losses or claim arising from our compliance with any international fund transfer request.

Subject Rules and Regulations. You acknowledge that any Request executed by us will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. You acknowledge and agree that we may capture and transmittal information regarding a Request (for example, beneficiary's name and address, other beneficiary identifiers and beneficiary's account number) as part of the processing of a Request. You agree to assist us in connection with any requirements imposed on us fulfilling our obligations in this regard.

ACH Service

The ACH Service allows you to initiate credit and/or debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the local Automated Clearing House Association (the "Rules"). We are willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Accordingly, you may submit ACH Entries to us in accordance with the terms and conditions of this Agreement. An Entry is considered executed when we execute it. You are responsible for all Entries to the fullest extent provided by law and as set forth in this Agreement.

The Rules. A copy of the Corporate Edition of the Rules can be purchased from NACHA at www.NACHA.org. You agree to obtain a copy, to understand and be familiar with the Rules, and to be responsible for keeping up to date with changes in the Rules. You agree that information or advice you receive from us as to the Rules or the operation of the Rules is not legal advice and is not a substitute for your obligation independently to understand and comply with the Rules.

Processing Entries. You shall transmit credit and debit Entries to us in compliance with the formatting and other requirements set forth in the Rules and the Supporting Documents. The ACH Service will start on a date agreeable to us after all set up requirements have been completed.

You will not submit individual or total monthly Entries in excess of the maximum limits established by us and reflected in the Agreement or the Supporting Documents, as amended from time to time. The parameters and variations of the limits shall be set at our discretion, including but not limited to limits based on dollar amounts and/or Standard Entry Class Code types. You will not divide a transaction into more than one Entry in order to avoid these limitations. We may adjust these limitations from time to time, at our discretion. Our processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision. We may cease processing Entries in a greater amount at any time without prior notice.

You may not originate Entries using Standard Entry Class Codes other than CCD, CTX or PPD without prior notice to and written approval from us. We may require you to submit an application in form and content acceptable to us, and your execution of supplemental schedules, agreements and other documents as we may require, as a condition precedent to your use of other Standard Entry Class Codes. By way of example, the foregoing restrictions and requirements may apply to your use of ARC, RCK, BOC, POP, WEB, IAT or TEL Standard Entry Class Codes, or if you are engaging in cross-border (International) transactions. We may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.

Except as provided below for On-Us Entries, we shall: (i) process Entries received from you to conform with the file specifications set forth in Rules, (ii) transmit such Entries as an ODFI to an ACH Operator selected by us in our sole discretion ("ACH Operator"), and (iii) settle for such Entries as provided in the Rules. We shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, one business day prior to the Effective Entry Date shown in such Entries, provided: (a) such Entries are received by our related cutoff time on a business day, (b) the Effective Entry Date is at least two business days (for credit Entries) and at least one business day (for debit Entries) after such business day, and (c) the ACH Operator is open for business on such business day. Entries shall be deemed received by us when the transmission and compliance with any related security procedure is completed. If any of the requirements of this paragraph are not met, we may use reasonable

efforts to transmit such Entries to the ACH by the next deadline of the ACH Operator which is a business day and a day on which the ACH Operator is open for business.

On-Us Entries. In the case of an Entry received for credit to an account maintained with us (an "On-Us Entry"), we shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in this Agreement are met. If said requirements are not met, we may use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

Notice of Returned Entries. We will notify you by phone or electronic transmission, including email of the receipt of a returned Entry from the ACH no later than one business day after the business day of receipt. Except for an Entry retransmitted by you in accordance with the requirements of this Agreement, we shall have no obligation to retransmit a returned Entry to the ACH if we have complied with the terms of this Agreement with respect to the original Entry.

Prenotifications. If you choose to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers, you agree not to initiate live dollar Entries until at least three (3) business days following the Settlement Date of the prenotification Entry. Prenotifications must be provided to us in the format provided in the Rules. If you receive notice that a prenotification has been rejected or returned, you agree to research the problem and make any necessary corrections before transmitting another Entry.

Notifications of Change. We will notify you of all Notifications Of Changes (NOC) received by us relating to Entries transmitted by you to us, no later than two business days after the business day of receipt. Notice by us, in our discretion may include notice by email to you. You must make the changes specified in an NOC or corrected NOC: (a) within six business days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later; or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.

Prefunding; Payment. We may designate you as "ACH Prefunding," and we may change your designation to or from ACH Prefunding at any time, with or without cause and at our sole discretion. We will inform you of your designation as ACH Prefunding, and of any change in the designation.

You will pay us, in immediately available funds, an amount equal to the sum of all credit Entries or debit Reversals related to Entry data delivered to us at such time as we may from time to time designate or, if not otherwise designated: (a) if you are not designated ACH Prefunding, no later than two business days prior to the Effective Entry Date; and (b) if you are designated ACH Prefunding, no later than the date of transmittal of the related Entry data to us or at such other time as we may have established for you.

Your Representations and Warranties. In addition to the representations and warranties provided by you under the Agreement, with respect to each and every Entry initiated by you, you represent and warrant to us and agree that:

(A) You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire and other documents related to Entries for a period of six years. Without limiting the foregoing, each person as the Receiver of an Entry received by us from you has authorized the initiation of such Entry, and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. You will provide us with a copy of such authorization whenever requested to do so within five business days. Such authorization is operative at the time of transmittal or crediting / debiting by us as provided herein;

(B) Entries transmitted to us by you are limited to those types of credit or debit Entries set forth in this Agreement;

(C) If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, you will, at least ten days before the Effective Entry Date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless the Receiver has previously been notified of Receiver's right to

receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;

(D) If any change is made by you in the scheduled Effective Entry Date of one or more debit Entries, you will, at least seven days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries;

(E) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;

(F) You specifically acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry;

(G) You will not use the ACH Service to collect: (i) payments for goods or services sold by third parties; (ii) payments relating to adult entertainment, gambling services, or child pornography; (iii) obligations owing to third parties; or (iv) obligations related to cash advances by you;

(H) You hereby make the same representations and warranties to us with respect to Entries sent by us to an ACH Operator upon your authorization as we are deemed to make under the Rules, and we shall have no responsibility with respect to matters so represented and warranted by you; and

(I) You will not submit debit Entries that result from a sale of goods or services by a third party to the Receiver.

You agree to indemnify us against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

Retention. In addition to any retention obligations of yours under this Agreement, you agree to retain and make readily available to us on request all information necessary to remake any files of Entries for ten business days following the Settlement Date.

Audit. In addition to the audit commitments provided under the Agreement, if transactions you conducts involve some use of the Internet, then you agree to conduct an internal security audit at least annually to ensure that the financial information obtained from Receivers is protected by security practices and procedures ("security audit") that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; (iii) network security to ensure secure capture, storage, and distribution of financial information; and (iv) any other items identified in the Operating Guidelines of the Rules. Upon our request, you agree to have an external security audit conducted within sixty (60) days of the request. The external security audit will include the same items described in this paragraph for an internal security audit. You agree to provide us with a copy of each internal and external audit report, as applicable, in a format acceptable to us within (30) days from the completion of the audit.

Without limiting the foregoing, you specifically agree to establish data security policies, procedures and systems as required by the Rules. This requires you to:

- Protect the confidentiality and integrity of Protected Information;
- Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and

- Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Such policies, procedures, and systems must include controls that comply with applicable regulatory guidance on access to all systems used by you to initiate, process and store Entries. NACHA defines Protected Information as the nonpublic personal information, including financial information, of a natural person used to create or contained within an Entry and any related Addenda record.

Mobile Banking

Mobile Banking provides wireless access to the Services, as well as the ability to deposit checks to your linked Accounts (“Mobile Deposit”). Some Services may not be accessible while using your wireless access device (“Wireless Access Device”). Additional Mobile Banking Services may be added to or removed by us from time to time. Some Mobile Banking Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated.

Access and Use. To utilize Mobile Banking, you must enroll through our online banking system. Once you have enrolled for Mobile Banking, designated accounts linked to your Security Codes will be accessible through your Wireless Access Device. Additionally, to access and utilize Mobile Banking you will need a compatible Wireless Access Device. Your Wireless Access Device must be Internet enabled and connected to the Internet through your mobile communications service provider. In order to properly use Mobile Banking, you should review and follow the instructions provided in our online banking system. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online and mobile application instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you, and anyone acting on your behalf, know how to properly use the Wireless Access Device. If you obtain a different Wireless Access Device, you will be required to download and install software to that different Wireless Access Device, under the same terms set forth in this Agreement, as amended. You agree to delete all such software from your Wireless Access Device promptly if the licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party software providers, to substitute different software providers, and to enter into or arrange for the provision Mobile Banking Services by other licensors and third-parties.

You agree to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of Mobile Banking and shall further prevent the use of Mobile Banking by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to Mobile Banking or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

Hardware and Software. You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use Mobile Banking. To the extent we, in our sole discretion, provide any hardware in conjunction with Mobile Banking, the hardware will at all times remain the sole property of Mizrahi Tefahot Bank Ltd. Upon termination of Mobile Banking, you must promptly return any hardware that we provided to you.

To the extent Mobile Banking involves our having granted you software license (“software”) usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use Mobile Banking in connection with your use in accordance with this Agreement. Mobile Banking does 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 Access Device or otherwise in your possession and control as part of your access and use of Mobile Banking. You acknowledge that your license to use any software that may be required for Mobile Banking 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. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking software, you will be evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use

of Mobile Banking upon you affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

Mobile Deposit. Refer to the "Remote Deposit" section of this Agreement for further details applicable to your ability to make mobile deposits using your Wireless Access Device.

Relationship to Third Party Agreements. You agree that, when you use Mobile Banking Services, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider), and 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 Access Device or mobile services with your provider directly.

Security of Data in Transition and Storage. You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to Mobile Banking and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

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

Remote Deposit

The Remote Deposit Service enables you to use a software application together with your Wireless Access Device or other scanning hardware maintained by you to create electronic images of the front and back of certain Original Checks (defined below) and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement. To enable Remote Deposit using your Wireless Access Device you will need to first activate the Mobile Banking feature. If you believe you have deposited the same item more than once contact us immediately.

Definitions. In addition to the terms otherwise defined in this Agreement, the following terms will have the meaning provided in this "Remote Deposit" Section:

"Check" means an Original Check, as defined in Regulation CC.

"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 Imaged Items or Substitute Checks.

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

"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.

"Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or indorsed 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.

"Remote Deposit Service" means the Remote Deposit Service described in this Agreement, to be provided by us to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by us and our licensors and contractors in connection with the electronic processing of Items.

"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.

"Non-qualifying Item" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post dated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds your transaction limitations as established by us from time to time.

"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.

"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 Uniform Commercial Code as enacted and amended in California.

"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.

Mobile deposit limits. We reserve the right to establish and assign limits for the Mobile Banking Services (including limits on the dollar amount of your deposit, the number and frequency of your deposits, and the number of checks within a deposit) and to modify such limits from time to time in our sole discretion. You agree to comply with all such limits. We may allow these limits to be exceeded in its sole discretion.

Your Responsibilities. In connection with the Remote Deposit Service, you agree to comply with the following:

- Each processed Imaged Item must be transmitted in compliance with the terms and conditions of this Agreement;

- Each processed Imaged Item must be transmitted in compliance with the terms and conditions of this Agreement and you will assume full responsibility for any Imaged Item which for any reason is not paid.
- You will not submit Imaged Items unless: (i) you are a person entitled to enforce the Original Check and you have the legal right to accept the check for deposit and negotiation; and (ii) the drawer of the Original Check has no defense against payment of the Original Check;
- The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Item;
- The Imaged Item contains all indorsements applied by parties that previously handled the Original Check in any form for forward collection or return;
- 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 will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check;
- Except as otherwise specifically disclosed in writing to us, you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a “money service business” as defined in the Federal Bank Secrecy Act and its implementing regulations;
- You will not engage in any activity directly or indirectly related to the use of the Remote Deposit Service that is illegal or fraudulent;
- You will only submit Checks for processing to us that meet the definition of “Item” as provided in this Agreement and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by us or applicable law, as amended from time to time. You will not process any Non-qualifying Items. Our processing of any Non-qualifying Items shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. You agree that we may discontinue processing of Non-qualifying Items at any time, without cause or prior notice;
- You will not attempt to scan and transmit to us any third party checks, or any Item which is drawn on a deposit account of yours with us or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer;
- You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the deposit account agreement;
- You will (i) ensure that, prior to scanning, Items are restrictively indorsed “FOR REMOTE DEPOSIT TO MIZRAHI TEFAHOT BANK LTD, XX/XX/XX,” (ii) handle, process, maintain and destroy Original Checks as set forth in this Agreement and in the supporting documentation, and (iii) ensure that no financial institution (depository, collecting or payor), drawee, drawer or indorser receives presentment or return of, or otherwise is charged for an Item more than once in any form (no second presentment);
- You will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to us;

- You will: (i) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (ii) balance transactions transmitted from the previous day and immediately notify us of any error or discrepancy discovered;
- You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions;
- Except to the extent otherwise expressly agreed by us, you will provide, at your own expense, a broadband Internet connection, such as via a digital subscriber line (DSL) or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to a compatible web browser, and other equipment and supplies required to use the Remote Deposit Service, all of which must satisfy any minimum requirements set forth in the Supporting Documents or as otherwise may be acceptable to us. Except to the extent otherwise provided in this Agreement or the Supporting Documents, you will provide, or obtain from another party selected by you at your expense, support and maintenance of such Internet connection and all other computer hardware, software, and equipment required to use the Remote Deposit Service, including without limitation troubleshooting Internet connectivity issues with your internet service provider (ISP).
- You shall be responsible for installing and implementing any changes and upgrades to the Remote Deposit Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Remote Deposit Services. You will ensure that your Wireless Access Device or other scanning equipment is clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes;
- If not directed otherwise by us, you will store Original Checks in a safe and secure environment for a minimum of 14 days and a maximum of 60 days after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to Original Checks, (b) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties; (c) such Checks will not be duplicated or scanned more than one time; and (d) such Checks will not be re-deposited or renegotiated in any form. You will promptly (but in any event within 5 business days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and the Bank to securely and permanently destroy Original Checks after your retention period has expired;
- You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will in our discretion be: (i) re-presented to the Payor Financial Institution; or (ii) returned to you and your account charged for the amount of the Item plus any associated fees as disclosed in our applicable fee schedule, which may be changed from time to time in our discretion. You agree that Items may be returned as Image Exchange Items, rather than Substitute Checks. Our right to charge your account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us; and
- You agree to make all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

Processing. For all Imaged Items processed pursuant to this Agreement, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the

manner of processing. Your account will be provisionally credited upon our acceptance of Imaged Items for deposit which are received by us from you through the Remote Deposit Service.

We will process any returned Items in accordance with applicable law and the deposit account agreement. Availability of credit from Items processed under this Agreement will be subject to our then current availability schedule, which may be amended by us from time to time. We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. We may from time to time establish and amend exposure limitations and assign them to you.

Notwithstanding any provisional credit that may be applied to an account in connection with your transmitted Imaged Items, Imaged Items processed for deposit through the Remote Deposit Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Imaged Item is acceptable to us in our discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion.

You agree to view the images of each scanned Item that is sent to us. If Item information received by us is not complete or cannot be processed by us for any reason, we may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your account. You will be responsible for verifying our receipt of your transmissions by verifying that deposits have been posted to your account.

If an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve 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.

Equipment. You agree to ensure that the equipment is clean and operating properly, and will inspect and verify the quality of images and ensure that the digitized images of Original Checks are legible for all posting and clearing purposes. You further agree to be solely responsible for verifying the compatibility of any equipment used with the Remote Deposit Service.

To the extent we provide access to equipment for your use of the Remote Deposit Service ("Bank-Provided Equipment"), you agree not to remove the Bank-Provided Equipment from your place of business, you will be responsible for the maintenance of the Bank-Provided Equipment and we may require your use of the same to be subject to additional terms. If any Bank-Provided Equipment is lost, stolen, or damaged in such a manner that you cannot comply with the capture, transmission, processing, and other applicable procedures and requirements of Agreement, you agree to inform us and to then obtain and substitute new equipment that is acceptable as shown in the supporting documentation, before you continue using the equipment and the Remote Deposit Service. If your use or maintenance resulted in damage to any Bank-Provided Equipment, you agree to reimburse us on demand for our costs to repair the equipment, or to replace the equipment if repair is not reasonably feasible. Upon termination of the Remote Deposit Service, your right to use the Bank-Provided Equipment shall terminate and you agree to return the scanner and all program materials within 15 calendar days (or we shall charge you the replacement cost of the scanner).

We assume no liability for any computer virus or related problems arising in connection with your use of equipment, including Bank-Provided Equipment, and you agree to indemnify, defend and hold us harmless for any losses, damages, costs and expenses resulting directly from any computer virus or related problems we may suffer or incur from any computer virus or related problem caused by you.

Software. At any time during the term of this Agreement, we may require in our sole discretion the use of software in connection with the Remote Deposit Services. To the extent we require the use of software in connection with the

Remote Deposit Service, you will implement and use the software, as set forth in the Supporting Documents and any applicable materials relating to the Supporting Documents to transmit output files to us.

You acknowledge that (i) your license to any software that may be required for the Remote 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, (ii) we may provide certain "first level" support to you with respect to the software, but we will have no responsibility, for maintenance, support, infringement protection, or otherwise, to you with respect to the software, and (iii) you will look strictly to the software provider, or its successors, with respect to any issues concerning the software that cannot be satisfactorily resolved with our assistance.

You agree to use the software solely for the purpose of transmitting output files to us consistent with this Agreement and not for communications with any other party. You will not allow access to the software or the use of the Remote Deposit Service by any person other than you, and will only process Items arising from a transaction or obligation between you and your direct payor. Without limiting the foregoing, you agree to implement and maintain separation of duties and dual control procedures at your location(s) to ensure compliance with the limitation on access commitments provided under this Agreement. You agree to promptly return all copies of the software and Supporting Documents, including materials related to the Supporting Documents, to us upon termination of the Agreement.

Reserves; Security Interest; Held Funds. In addition to any other rights we may have under this Agreement and otherwise with regards the accounts of yours, we may hold and use funds in any account following termination of this Agreement for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the UCC, Regulation CC, The Clearing House ECCHO Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check. To ensure your retention obligations under this Agreement, you further agree to implement and maintain business continuity procedures, including but not limited to those needed to ensure proper backup of data and periodic testing of the same.

Your Indemnification Obligation. 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 us harmless 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: (i) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by us for you or at your instruction; (ii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to us; (iii) any loss or corruption of data in transit from you to us; (iv) any claim by a third party resulting from our breach of warranty regarding the paid status or image quality of a check you have presented through the Service; or (v) 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.

Our Liability. In addition to our limitations on liability that may be stated elsewhere in the Agreement and the deposit account agreement, and except to the extent prohibited by applicable law or regulation, we will not be liable to you for any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

Positive Pay and ACH Filtering/Blocking Services

All exceptions must be reviewed and decided by you by the applicable cutoff hour or the System will apply the pay/return default, as applicable, to the entire file. If your exception decision is to return a check or ACH transaction, you may be required to select an applicable reason code. Returns made absent a specific reason code

may be returned with any reason code determined in our discretion. You agree to promptly provide us upon request with your affidavit in support of returns for reason unauthorized.

Positive Pay Service.

The Positive Pay Service provides certain account services through an automated check matching system. Your lists of checks recently issued will be compared against the amounts and check numbers of the checks that actually clear against your account(s) which have been activated for the Positive Pay Service. You agree that we will only be obligated to match the check number and dollar amount from the Check Issue File (defined below) and that we may in our sole discretion, but are not obligated to, match additional data provided in the Check Issue File ("Additional Data"). Regardless of whether we decide to match against Additional Data, and notwithstanding the fact that Additional Data may be included in the Check Issue File, you further agree that we will not be liable to you and you agree to hold us harmless from loss or liability resulting from our action or inaction with respect to Additional Data. Our determination to match Additional Data in any case will not obligate us to continue to do so in other instances. Notwithstanding the foregoing, we may agree to review of Additional Data, subject to additional terms, fees and conditions.

You must submit a file ("Check Issue File") to us prior to the cut-off time provided in the Supporting Documents, on the day of issuance of any checks against accounts that are subject to the Positive Pay Service. The Check Issue File must be in the format and contain the information specified by us in the Supporting Documents.

The term "presented item(s)" shall mean checks that are presented for payment against your enrolled Account(s) through the normal check collection system. Presented items that do not match an item included in a Check Issue File pursuant to this Agreement will be identified as an exception ("Exception Item") and appear on a record ("Exception Report") which we will provide to you under this Agreement. You must submit a "pay", or "return request" decision for each item to us on the same business day by the cutoff hour specified in the Supporting Documents.

We will not be required to otherwise examine checks, or seek to confirm that they are properly signed, completed or encoded, or otherwise unmodified. You agree that we may rely on such a process and that the process will be deemed an acceptable standard of care for this Service and your Account. You understand that the Service may not identify altered, counterfeit or duplicate checks or checks with forged or unauthorized signatures. As such, you agree to review promptly all statements, returned checks, reports and other check and transaction information we make available to you. You grant us full authority to honor all checks that match the check numbers and amounts corresponding to your Check Issue File. Unless we agree to other default provisions, we shall default to a "pay" decision for any Exception Item for which you have not submitted a decision on the same business day by the cutoff hour specified in the Supporting Documents. You agree not to reuse check numbers that have previously been issued or negotiated from the Account. If you order or print checks from any check-printing vendor other than a we selected vendor, you agree to meet the our MICR encoding specifications. The Service applies to checks that are presented for payment to us through normal automated clearings. You acknowledge that the Service does not cover checks which are (collectively "ineligible checks"): (i) presented over-the-counter, (ii) presented by automated teller machine or mail for deposit, (iii) mis-encoded or duplicate items, (iv) items which we have already cashed, negotiated or paid or which we are already committed to honor or pay under applicable laws, or regulations; or (v) materially damaged, lost or destroyed. We may, in our sole discretion, attempt to compare Check Issue File data, as otherwise provided in this Agreement, against ineligible checks, but we will not be liable for its failure or refusal to do so.

In addition to any other limitation on liability in the Agreement, you agree that if we pay or reject checks in accordance with this Agreement you release us and hold us harmless from any claim that the checks were not properly payable, or for wrongful dishonor, as applicable.

ACH Filtering/Blocking Service.

You may use the ACH Filtering Service to review and confirm incoming ACH debit and credit transactions that post to the specified your accounts listed on the Supporting Documents.

You shall establish (and update from time to time) through the System your ACH policies (“ACH policies”) which govern permissible transactions as in the Supporting Documents. If you are enrolled in ACH Filtering, we shall compare incoming ACH debit and credit transactions against your established ACH policies and accept those transactions which are authorized under your ACH policies. Incoming entries that do not match against your ACH policies will be reflected on an exception list made available by us (“ACH Exceptions Report”), unless you have chosen the ACH Blocking Service, in which case all ACH transactions may be treated as exceptions and blocked by us. We will make reasonable efforts to make ACH Exception Reports available to you on each business day. You agree to review the ACH Exceptions Report and determine if the exceptions will be treated as authorized or unauthorized ACH transactions. You further agree to make your exception decisions online through the System on each business day by the applicable cutoff hour. If your exception decision is to return an ACH transaction, you must select an applicable reason code. Returns made absent a specific reason code applied may be returned by us with any reason code determined in our discretion. You agree to promptly provide us upon request with your affidavit in support of returns for reason unauthorized.

We shall default to a “return” decision for any exception for which you have not submitted a decision on the same business day by the applicable cutoff hour.

You acknowledge that the Services do not cover ACH debit or credit items which we have already paid or finalized or which we are already committed to pay or honor under applicable laws, regulations or the ACH Operating Rules.

System Interruption or Failure. In the event of system interruption or failure, either that of your or our system, resulting in our inability to receive or process your Check Issue File or other communication, the Check Issue File or other communication may be deemed as having not been sent by you, even if we have possession of the Check Issue File or your other communication.

Limitation on Liability. In addition to any other limitation on liability in the Agreement, you agree that if we pay or reject checks, items or ACH entries in accordance with this Agreement, you releases us and hold us harmless from any claim that the checks, items or ACH entries were not properly payable, or for wrongful dishonor, as applicable. You agree that we exercise ordinary care whenever we rightfully pay or return a presented item or ACH entry consistent with the provisions of the Agreement. Without limiting the foregoing, to the extent we have any liability under this Agreement for wrongful honor, it will be limited liability to you for the lesser of the amount of the wrongfully paid Exception Item or ACH entry or your actual damages resulting from our payment of the Exception Item or ACH entry, but for no other damages suffered as a result of the wrongful honor. Notwithstanding the improper payment of any Exception Item, we expressly reserve the right to assert that you are liable for the amount of the wrongfully honored Exception Item on the grounds that the Exception Item was properly payable under Uniform Commercial Code Section 4-401(a). We further retain the right to assert your failure to exercise reasonable care under the Uniform Commercial Code Sections 3-406(a) and 4-406(c). We retain the right to assert the defense that you have sustained no actual damages because the our honor of the Exception Item discharged for value of your indebtedness.

Security Interest

You grant us a security interest in your accounts to secure the repayment of any obligation that you incur under this Agreement. The security interest provided under this Agreement is in addition to any other security interest we may have in your accounts or other assets. This security interest will survive termination of this Agreement.

Reserve Account

You agree that you will, if requested by us at any time, establish one or more reserve accounts to be maintained with us in type (including time deposits) and amount satisfactory to us, to serve as collateral for and to secure your obligations to us under the Agreement. We may restrict or prohibit your access to any reserve account(s) and the funds on deposit in them, and we may hold such accounts following termination of the Agreement for a period of time sufficient to protect us against loss. We may increase or decrease the required reserve account amount from time to time, upon notice to you and you agree to provide immediately available funds to cover a reserve amount we request. In addition, we may transfer funds from another account of yours, or use funds payable to you or owed by

us to you under the Agreement or due to a Service, and credit such funds to a reserve account if a deficiency exists between the available funds in your reserve account(s) and the amounts we specify as the required reserve amount.

Third Parties

Our Use of Third Parties. You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine in our sole discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability or delay of access.

Your Use of Third Parties. Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Service access rights to your agents or third party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever for any services you receive from your agents or third party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third party vendor in connection with your access to the Services.

Your Use on Behalf of a Third Party. You will not use the Services or any Accounts to process for third parties or any other person unless we provide advance written approval which may require you to enter into additional terms and conditions. If any such approval is given, except as may otherwise be specified in writing by us in such approval, you represent and warrant that: (a) you are duly authorized by each third party to act on that party's behalf for all purposes necessary under this Agreement, and the third party is bound by and responsible for all acts or omissions taken by you; (b) you have obtained from the third party agreement to terms and conditions substantially similar to those contained in this Agreement; (c) the security interest given in Accounts is legal, valid and binding on the third party (to the extent of any property rights the third party may have in the Accounts or funds in them); (d) the third party will cooperate with us in all ways reasonably requested by us, including the execution and delivery of such contracts and agreements between us and the third party as we may reasonably request; and (e) you and the third party are in compliance with all applicable Laws and Rules as may apply to your processing for the third party. You will from time to time provide us evidence reasonably satisfactory to us of the accuracy of each of the foregoing if requested by us.

Audit and Inspection

We reserve the right, with prior notice to you, to enter upon your premises from time to time during regular business hours to verify that your operations and procedures are in compliance with the terms of the Agreement.

In connection with any such audit, you agree to furnish us with any documentation or information as is reasonably necessary to establish your compliance with the terms of the Agreement. If it is determined by us that additional procedures or controls need to be implemented by you, you agree to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties.

In connection with our entry on your premises for the purpose of conducting an on-site audit or inspection, or in connection with providing support to you, we shall not be liable or responsible to you or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into your system, including any which allegedly delay, alter or corrupt your data, whether related to the transmission of check images or other data or whether caused by the equipment, software, Internet service providers, Internet browsers, or other parties providing communication services to or from us to you.

Service Fees and Charges

Our fees and charges for the online Services are reflected on our Fee Schedule, available upon request at any time. These fees and charges are in addition to any additional fees and charges we may impose in connection with your accounts with us and services we provide. We may impose new fees and charges, or increase or change existing fees and charges. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. You agree to pay all fees and charges we impose. You authorize us to charge the designated Account and/or any other account you hold with us to cover your fees and charges. You also authorize us to charge you according to our then-current fee schedule. You further authorize us to impose multiple fees as well as the same fees multiple times (such as fees for overdrafts, returned unpaid transactions) in connection with a single transaction that has been returned or presented multiple times. This includes, for example, when an overdraft results from an electronic debit that is paid or rejected after being represented for payment against insufficient funds.

Business Days

Except to the extent otherwise provided in this Agreement and for the purpose of this Agreement, our business days are Monday through Friday, except holidays that we may observe.

Hours of Operation; Interruption in Services; Changes

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

Harm to Computer Systems/Data

You agree that we 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 our site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

Disclaimer of Warranty

We make no warranty of any kind, express or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with Services provided to you under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Due to the possibility of human and mechanical errors, as well as other factors, the system website is not error-free, and all information is provided "as-is," without warranty of any kind. We make no representation and specifically disclaim any express or implied warranties to users of any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

Confirmations and Periodic Statements; Duty to Examine

You agree to examine any confirmations or monthly account statements promptly. You agree to notify us immediately if you think there is an error or an unauthorized transaction shown on a confirmation or account statement. If you fail to notify us promptly, but no later than 14 calendar days following the earlier of the statement or confirmation mailing date or the date we make the statement or confirmation available to you, then you agree that you cannot assert any error, problem or unauthorized transaction against us. If you fail to notify us of any such discrepancy within the time provided in this paragraph, you agree that we will not be liable for any other losses resulting from your failure to give such notice or for any loss of interest with respect to a transaction that is or should have been shown. Except to the extent expressly limited by applicable law, if you fail to notify us of any such discrepancy within one year of receipt of such confirmation or statement, you will be precluded from asserting the discrepancy against us. For purposes of this Section, you will be deemed to have "received" a periodic statement

at the earlier of the time that: (a) we first make it available to you for pick-up; or (b) the statement or the information is mailed or otherwise made available to you electronically.

Limitation on Liability

Except to the extent otherwise restricted by applicable law, we are responsible only for performing Services as expressly stated in this Agreement, and will be liable only for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct.

EXCEPT TO THE EXTENT OTHERWISE RESTRICTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES, OR THE INABILITY TO USE THE SERVICES, IRRESPECTIVE OF WHETHER WE HAVE OR HAVE NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT TO THE EXTENT RESTRICTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF US FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE NO GREATER THAN \$25,000.

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You acknowledge that Service fees have been established in contemplation of: (A) these limitations on our liability, (B) Your agreement to review statements, confirmations, and notices promptly and to timely notify us of any discrepancies or problems; and (C) Your agreement to assist us in any loss recovery effort.

In addition to our right to reject transactions as provided elsewhere in this Agreement and our other agreements with you, we will not be obligated to honor, in whole or in part, any transaction or instruction or Communication which:

- Is not in accordance with any term or condition applicable to the relevant Service or Account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction or legal process we believe prevents their withdrawal, transfer or availability;
- Would result in us exceeding any limitation of our net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable law, rule or regulation, or any guidance or directive of any federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

Indemnification

Except to the extent that we are liable under the terms of this Agreement or pursuant to applicable law or regulation, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from: (1) an Account; (2) the performance of a Service; (3) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (4) any fraud, manipulation, or other breach of these terms; (5) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement, purchase or sale of any goods or services; (6) your violation of any Laws or Rules or of the rights of a third party; (7) your use, or the provision of Services or use of your Account by any third party; or (8) any transaction or instruction or Communication from you to us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event

you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without the prior written consent from us. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative. This indemnification provision will survive termination of this Agreement.

Collection

If we initiate collection proceedings against you in an effort to recover any amounts owed, you agree to reimburse us for all costs and expenses, including attorneys' fees. "Attorneys' fees" includes reasonable charges for the time expended by in-house counsel.

Refusal to Process or Delay in Processing

We may delay or refuse to process any requested Service, including payment orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected Account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Laws or Rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

Services Not Substitute for Legal, Tax, or Financial Advice or Planning

You acknowledge that the Services, Mizrahi Tefahot Bank Ltd, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist your independent decision-making and have not been designed in contemplation of your specific needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, you represent that you will have obtained appropriate and independent legal and tax advice regarding the same, as you deem appropriate.

Credit Criteria; Ownership Change Notice

We may, in our sole discretion, and you hereby authorize us to, perform credit reviews of you in accordance with our credit criteria. You shall, upon our request, provide us with any credit-related information and assistance as we may require to perform any such review. You agree to provide us with financial statements or other information regarding your financial condition upon our request.

Without limiting the foregoing, you agree to provide us with at least 30 days advance written notice of: (i) any material (20% or greater) change in your ownership; (ii) any material change in type, scope or nature of your business; and (iii) any anticipated material (20% or greater) increase in the amount or volume of your use of the Services to facilitate transfers to third parties over the preceding calendar quarter.

Electronic Signatures, Contracts and Records.

When any Service generates items or transactions to be charged to your Account, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions or communications resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been "a writing" and authenticated by you "in writing" for purposes of any law in which a writing or

written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business.

You agree that we may contract and communicate electronically with you, including execution and retention of contracts, documents, and certifications, electronically. You agree not to contest the authorization for, or validity or enforceability of, our electronic records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record, contract or “signed” document which we provide to you containing your purported signature.

Uploaded Content, Linked Sites and Advertisements

From our website or using the Services, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do 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) we make 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) we make no endorsement of, and assume no responsibility for, content uploaded to our 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 we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing.

We reserve the right, but shall have no obligation, to reject, move, or delete content that we, in our sole discretion, believe violates this Agreement, or contains content, including viruses, that may interfere with the operation of our website. We may, but have no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. We shall have the right, but not the obligation, to disclose content to any third party if required by law or if we believe reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect our rights, property, or personal safety, or those third parties.

Third Party Content

We may receive, process, and make available to you content that we receive from you and others. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. We will not have a duty to interpret or evaluate any content transmitted to us or through our website or Services, except to the limited extent, if any, set forth in this Agreement. We will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you or third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on our website, even if we have reason to know of its existence. Use of any content you obtain from our website is at your own risk.

User Communication and Personalization Settings

Our website and Services may permit you to send or receive communications and to store content and personalized settings for various options. We are not responsible for any delay, deletion, alteration, mis-delivery or failure to deliver or store any such communications, content or settings.

Our Intellectual Property

You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer any portion or element of the Services or the Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

User Conduct

You agree not to use the Service or the content or information in any way that would: (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale

You agree that the Service is only for your use and the individuals you authorize to access the Services on your behalf. You agree not to make any commercial reuse of the Service or resell, lease, rent or distribute access to the Service.

Cumulative Remedies

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

Delays/Force Majeure

Our obligations shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, pandemics, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond our control.

Notices

Unless this Agreement provides otherwise (for example, that notice must be in writing), you may communicate with us in any one of the following ways:

Email: Operations@umtbusa.com

Telephone: 213-362-2999

Postal Mail:

UMTB USA

633 West 5th Street, Suite 5700

Los Angeles, CA 90071

Attn: Operations Department

In Person by appointment only:

UMTB USA

633 West 5th Street, Suite 5700

Los Angeles, CA 90071

The contact information noted above may be changed by us at any time. A notice that must be provided in writing shall be delivered in person or by express carrier, sent by facsimile, or sent by United States mail and is deemed given when received. You agree to notify us immediately of any change in your contact information, including your email address. You agree to hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your contact information. Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

Severability

Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Entire Agreement

This Agreement contains the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this Agreement or other documents referenced by this Agreement.

Choice of Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, except where preempted by federal law. In the event any action between the parties to this Agreement regarding any dispute under this Agreement, whether in alleged tort, breach of contract, statutory or regulatory violation or other theory, is to be brought in state or federal court, such action will be brought only in the state or federal court in Los Angeles county, California. The parties to this Agreement consent to the jurisdiction of such court.

Amendment of this Agreement

We may amend, add to or change this Agreement (including changes in its fees and charges, or Services). We will provide notice of amendments, additions or changes if required by law. Your continued use of the Services will constitute your consent to the amendments, additions or changes.

Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

Assignment

We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election. This Agreement is binding upon your heirs, successors and assigns.

Termination; Suspension; Delay

We may terminate or suspend this Agreement and any service provided hereunder at any time. If we provide notice of termination or suspension, we may do so in writing or electronically. Except to the extent restricted by law, we reserve the right to terminate or to discontinue support of any Service, or delay or refuse processing any transaction, without notice. Without limiting the foregoing, if you do not use this Service for any three-month period, we reserve the right to discontinue your Service without notice to you. Termination of your access to the Service may impact your account status or eligibility. If an Account is closed for any reason, you will no longer have access to the Services for the closed Account and transfers you have scheduled from the closed account will be cancelled once the Account is closed. Termination of this Agreement will not affect any rights we may have, or any obligations you may have, as to any transaction or Services caused or attempted by you before termination. Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, suspension or delay shall survive termination, suspension or delay. You may terminate this Agreement upon 60 days written notice to us.

Set Off

To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit.

Providing Personal and Financial Information

You agree to provide true, accurate, current and complete personal and financial information about yourself and about your affiliates as requested. You agree to not misrepresent your identity.

Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

Corporate Authority; Partnership Authority

If you are a corporation or LLC, the person accepting this Agreement on behalf of the corporation or LLC represents and warrants that he or she has full authority to do so and that this Agreement binds the corporation or LLC. If you are a partnership, the person accepting this Agreement for you represents and warrants that he or she is a general partner of the partnership, that he or she has full authority to sign for the partnership and that this Agreement binds the partnership and all general partners of the partnership. You shall give written notice to us of any general partner's withdrawal from the partnership.