

Online and Mobile Banking Agreement

Effective June 1, 2026

This Online and Mobile Banking Agreement Terms of Service (the Agreement) is a contract between you and the First Mid Bank & Trust, N.A. in connection with each service that is described in the rest of this Agreement that applies to services you use from us offered through our online banking site or mobile applications. The Agreement consists of these General Terms for Each Service (referred to as “General Terms”), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

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DEFINITIONS

- “Business Day” means all days except Saturday, Sunday, and all banking holidays.
- “We,” “our,” “us” and “the Bank” means First Mid Bank & Trust, and its affiliates, successors and assigns.
- “You” and “your” mean each Account owner or owners and anyone else with access to the Account to perform transactions or receive services covered by this Agreement.
- “Account” means the financial Account (including the terms and conditions) established with the Bank primarily for personal, business, family, or household purposes.
- “Eligible Transaction Account” is a transaction Account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit Account, credit card Account, or debit card Account, including any required routing information.
- “Fee Schedule” means the current list of charges that may be assessed by First Mid Bank & Trust for banking services.
- “Login Information” means the Username and Password used to verify your identity for the purposes of accessing Online Banking Services and Account information.
- “Mobile Banking App” means the licensed and published software application provided by First Mid Bank & Trust for users to access their banking accounts via a mobile device.
- “Online Banking Services” (the “Services”, or each, a “Service”) means the products, services, and software used by the Bank to provide the services outlined in this Agreement, which allow you access to your information and to conduct transactions through the Internet. This includes (but is not limited to) online banking, mobile banking, online bill pay, Zelle®, internal transfers, mobile banking, alerts, card controls, external transfers, customer to customer account transfers, mobile deposit, credit score and reporting, direct deposit switch, and any other electronic method we introduce in the future.
- “Payment Instruction” is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- “Site” means our online banking website or mobile applications.

- “Service Providers” means a processor or other third party that the Bank has engaged to provide services in connection with Online and Mobile Banking Services. You agree the Bank has the right to delegate to Service Providers all of the rights and performance obligations that the Bank has under this Agreement.
- “User Information” means names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Online Banking Services.

GENERAL TERMS

By participating in Online Banking Services, you are agreeing to the following General Terms, in addition to any terms and conditions of which the Online Banking Services are a part of.

All Online Banking Services are governed by this Agreement, all applicable federal regulatory disclosures and your Account terms and conditions. All applicable Fee Schedules published by the Bank from time to time will apply to the Online Banking Services. You agree to pay all such fees upon request of the Bank. Further, you agree to pay all telephone charges or fees incurred by you in accessing Online Banking Services.

Your initial use of any Online Banking Services in connection with your Account constitutes your acceptance and agreement to be bound by all the terms and conditions of this Agreement and the terms and conditions of the Account. Such initial use acknowledges your receipt and understanding of this Agreement.

Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a “Definitions” Section above. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

Translations. Any device-enabled language translations within the Online Banking Services platforms are to enhance the usability of the platform and does not constitute an agreement that the user’s Account(s) can be serviced in any language other than English. The Bank does not provide disclosures, terms and conditions, or Account documents in any language other than English. If device-enabled translations create a difference in meaning between the translated version and the English version, the English version is the official meaning and will prevail.

Amendments. The Bank may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service’s more recent revisions, updates, upgrades or enhancements.

Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Your Consent to Receive Electronic Disclosures. You agree that the Bank may, as permitted by law, provide all applicable disclosures to you electronically – including the Bank’s [Electronic Funds Transfer \(EFT\) Disclosure](#) and [Privacy Policy](#). By consenting to receive electronic disclosures, you are NOT enrolling in electronic statements.

Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: First Mid Bank & Trust P.O. Box 499, Mattoon, IL 61938. We may also be reached at 1-877-888-5629 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four

(24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described above (Notices to Us Regarding the Service). We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents.

Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Privacy and User Information. You acknowledge that in connection with your use of Online Banking Services, the Bank, its affiliates, and Service Providers may receive and share with one another your User Information.

The Bank, its affiliates, and Service Providers will maintain reasonable safeguards to protect User Information from unauthorized disclosure or use. They reserve the right to use and disclose User Information as reasonably necessary to deliver Online Banking Services, perform analytics to improve their services, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

The Bank, its affiliates, and Service Providers reserve the right to monitor use of Online Banking Services for purposes of verifying compliance with the law, this Agreement and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

See our full Privacy Policy online at <https://www.firstmid.com/privacy-policy/>.

Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet Service Providers, payment processors, or other vendors. We encourage you to provide notice to us of any violations of the General Terms or the Agreement generally.

Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the Account of our Service Provider, or draft check drawn against your Account.

Your Liability for Unauthorized Transfers. This section applies only to the following services: Internal Transfers, External Transfers, Cross Account Transfers, Bill Pay and Zelle.

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with the Bank in the manner set forth above (Notice to Us Regarding the Service). You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your Account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your Account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time.

Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Account. If the Payment Instruction cannot be completed for any reason associated with your Account (for example, there are insufficient funds in your Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate Account or via an electronic debit, and in such circumstances will attempt to debit the Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their Third Party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Account, or the transaction would exceed the credit or overdraft protection limit of your Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your Fee Schedule from us (including as disclosed on the Site) or your Account Agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Account, including by ACH debit;
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting us as described above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account, Payment Instructions or contact information.

Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your Account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party Service Providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable device.

Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth above (Notices to Us Regarding the Service). Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in above (Notices to Us Regarding the Service).

- b. If you think your periodic statement for your Account is incorrect or you need more information about a transaction listed in the periodic statement for your Account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your Account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. For errors involving new Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

Login Information. The Bank is entitled to act upon instructions received through any Online Banking Service under your Username and Password (going forward, together referred to as “Login Information”) and without inquiring into the identity of the person using that Login Information. However, you agree that you will not, under any circumstances, disclose your Login Information by telephone or any other means to any person. You agree to never provide your Login Information to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made or authorized using your Login Information. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction.

You agree that if you give your Login Information to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your Login Information will have access to your Accounts. You agree to notify the Bank immediately in the event your Login Information is lost, stolen, or is otherwise compromised. At any time, you may ask the Bank to disable your Login Information. For joint accounts, each person should have separate Login Information. Each person on a joint account will be liable for all transactions that are made on that Account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the Account.

You acknowledge and agree that when you authorize third party accounts to access your Online Banking Services by providing your Login Information to such third parties, the Bank is acting on your instructions.

You agree that the Bank shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of (1) the Bank’s access to the third party account(s); (2) the Bank’s retrieval of or inability to retrieve information from the third party account(s); (3) any accuracy, incompleteness, or misinformation contained in content retrieved from the third party account(s); and (4) any charges imposed by the provider of any third party account(s).

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your Login Information to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs, or expenses it incurs (including attorney’s fees) as a result of the Bank’s honoring or allowing transactions on the Account where the Login Information was used.

Biometric Login. Biometric Login is an optional sign-in method for Online Banking Services that may be available for certain Apple® and Android® devices that have a built-in fingerprint or Face scanner. To use Fingerprint or Face ID Login, you will need to first save your fingerprint or Face ID on your device.

Biometrics are stored on your device only and the Bank never sees or stores your information. You acknowledge that by enabling Biometric Login, you will allow anyone who has a biometric profile stored on your device access to your personal and payment Account information within Online Banking Services.

The Bank reserves the right to suspend or disable this feature at any time.

Biometric Login can only be associated with one Online Banking Service username at a time on a device. If your device doesn’t recognize your profile, you can sign in using your Login Information. To use Biometric Login for Online Banking Services on multiple devices, you will need to set it up for each device. You can enable or disable Biometric Login anytime within Online Banking Services. Apple, Touch ID, and Face ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

Use of Google Maps. You agree to abide by the Google terms and conditions found at https://maps.google.com/help/terms_maps/ and the Google Legal Notices found at https://maps.google.com/help/legalnotices_maps/ or other URLs as may be updated by Google.

Intellectual Property. All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through

which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

YOUR RESPONSIBILITY

Physical and Electronic Security.

- You are solely responsible for providing and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and the Bank is not responsible for any damage to your computer, operating systems, or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. The Bank is not responsible for any errors or failures resulting from defects or malfunctions of any software installed on your operating systems.
- You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud, other internet frauds, and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You acknowledge that the Bank will never contact you by e-mail to ask for or to verify Account numbers, any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
- In the event of a breach of your Login Information you agree to assist the Bank in determining the manner and source of the breach. Such assistance shall include, but not be limited to, providing the Bank or the Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of your Login Information. You further agree to provide to the Bank any analysis of such equipment, device, software, or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist the Bank shall be an admission by you that the breach of your Login Information was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of your Login Information from you and not from a source controlled by the Bank.

Your Computer Equipment and Your Software.

- We will not be responsible for any errors or failures from any malfunction of your computer, any computer virus or other problems related to your computer equipment used with our Services.
- We are not responsible for any errors, damages, or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet Service Provider, your personal financial management, other software (such as Quicken® or otherwise), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Online Banking Services.
- You must be using a supported browser and operating system to access the Online Banking Services. The Bank supports the latest two versions of supported browsers as a general rule. A list of supported browsers and operating system can be found at: www.firstmid.com/system-requirements/. The Bank is not liable for any losses or issues that may arise if you access the Online Banking Services on an unsupported browser or device.

SECURITY STATEMENT

The Bank offers a variety of web-based banking services. To ensure that these services are provided in a secure and private manner, the Bank uses a full range of Internet security measures designed to protect our customers and the Bank. These security measures include the use of encryption secure browsers and server, routers and firewalls; SSL protocol, digital certificates, passwords and cookies. Each of these components acts as a layer of protection to safeguard sensitive data from unauthorized access as it travels over the Internet.

Encryption: All customer information is encrypted and authenticated using commercially reasonable Secure Socket Layer (SSL) technology to provide the highest level of security commercially available to encrypt online transactions. SSL allows for information to be sent and received securely over the Internet. When an SSL connection occurs, security features within the browser and the server create a secure connection in which all information shared is encrypted and de-crypted by only the intended recipients, ensuring that all data and transactions are secure as they are communicated over the Internet.

Firewalls: Firewalls are a combination of hardware and software that measure and limit access to a server or network for security purposes. The firewall is a system between the Internet and a network to provide security from the Internet to the internal network. The firewall keeps track of transaction activity, the time of each transaction, and who performed it.

For added security: We have installed “time out” features. Should you leave Online Banking Services without first signing off, you will be automatically logged off after a period of time. We will not log you out if you have accessed a link with another site that maintains security with our banking site.

For your protection: We strongly recommend that you log out and close your browser session after each visit to Online Banking Services.

Cookies: Each browser accessing Online Banking Services is given a “cookie.” A cookie is a piece of information sent by a web server to a web browser. The web browser saves and sends the cookie back to the server each time the browser accesses the site. Cookies allow a web site to identify whether or not a user previously visited the site.

Passwords: Passwords are utilized to gain access to Online Banking Services. You can change your password as often as you wish.

Passwords are case sensitive and after a number of unsuccessful password attempts, the system locks your Account. You can obtain a new password by clicking on the “Forgot Password?” link, accepting the Agreement and entering in your Username, Social Security Number, and Zip Code and choosing to receive a Two-Factor Authentication (2FA) code via SMS Text or email. You will then be prompted to change your password to a password of your choice. Your password must be at least eight characters in length, contain at least one lowercase letter, at least one uppercase letter, and at least one number.

Two-Factor Authentication (2FA): You will be asked to set up 2FA to access Online Banking Services after you enter your Login Information. 2FA will have you set up your phone number, email address, or use a third party Authenticator App. The one-time code will be entered after your Login information and at certain security checkpoints to further verify your identity.

Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

LIABILITIES AND EXCLUSIONS

Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney’s fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service.

No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE,

WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING (AS DESCRIBED IN THE ARBITRATION SECTION BELOW) WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Notice and Cure. You and First Mid Bank & Trust agree that we shall attempt to informally settle any and all Claims (as such term is defined in paragraph 3 of the Arbitration Provision below) between us before starting a lawsuit or an arbitration. The party asserting the Claim (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity to resolve the Claim. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claim Notice must be sent by U.S. Mail. The Potential Defendant shall have at least 30 days after receiving the Claim Notice to attempt to resolve the Claim except for Claims requiring some form of expedited injunctive relief in a shorter period. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests. Further the Claimant, on request, shall meet with the Potential Defendant (or an authorized representative thereof) either in person or by video or telephone conference to discuss possible compromise or other resolution of the Claim. Any such meeting that you attend in person must take place in a venue reasonably convenient to you. The Claimant and the Potential Defendant may have a lawyer or other representative present for such meeting. Rule 408 of the Federal Rules of Civil Procedure shall govern the admissibility of all statements, conduct or other discussions between the Claimant and the Potential Defendant regarding the possible compromise or resolution of the Claim. On request, we will pay any reasonable, out-of-pocket expenses you incur in attending or participating in any such meeting.

Any Claim Notice to you shall be sent in writing to the current address we have for you in our records. Any Claim Notice to us shall be sent by mail to First Mid Bank & Trust Attention: Customer Support Center, P.O. Box 499, Mattoon IL, 61938 (or such other address as we shall subsequently provide to you). If there are multiple parties on the account, the Claim Notice may be sent to or by any of you. Any Claim Notice you send must provide your name and account number, as well as your address and a phone number where you can be reached during normal business hours. A Claim Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance under the account. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf.

Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is mailed and the later of: (1) 60 days after the Claim Notice is received, or (2) 30 days after either Claimant or Potential Defendant informs the other that good faith efforts to resolve the Claim informally have ceased (the "Tolling Period"). Unless prohibited by applicable law, (1) a lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this "Claim Notice" section, (2) the court will have authority to enforce this "Claim Notice" section, including the power to dismiss or stay the filing or prosecution of a lawsuit or arbitration unless the Claimant has complied with this "Claim Notice" section, and (3) the arbitration administrator is without authority to accept or administer any arbitration proceeding prior to the termination of the Tolling Period unless the Claimant has complied with this "Claim Notice" section. Any subsequent arbitration shall be governed by the terms of the following Arbitration Provision.

Arbitration. READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

If the foregoing Notice and Cure procedure does not resolve the Claim(s), then you or we may elect to resolve the Claim(s) by binding arbitration. Arbitration is a method of resolving disputes in front of a neutral arbitrator instead of having a trial in court in front of a judge or jury. This Arbitration Provision governs when and how disputes between you and us will be arbitrated.

YOU HAVE THE RIGHT TO OPT OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. If you do not opt out of this Arbitration Provision and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Effective Date. This Arbitration Provision is effective upon the 31st day after we provide it to you ("Effective Date") unless you opt-out.

1. **Special Definitions.** Solely for purposes of this Arbitration Provision: (1) the terms "we," "us," and "our" include First Mid Bank & Trust, any of its corporate parents, subsidiaries, affiliates, assigns, successors, employees, officers, directors, agents, controlling persons and representatives, as well as any third party who is named as a co-defendant with us in a Claim asserted by you; (2) the terms "you" and "your" include each accountholder and each heir, successor, representative and beneficiary (including a pay-on-death or similar beneficiary) of an accountholder; and (3) the term "account" includes any account established under this Agreement and any updated or substitute account for the same accountholders, regardless of the execution of a new or substitute signature card for the account.
2. **Governing Law.** The parties acknowledge that this Agreement evidences a transaction involving interstate commerce and, therefore, the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"), shall govern the interpretation and enforcement of this Arbitration Provision and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of Illinois shall apply.
3. **What Claims Are Subject to Arbitration?** As used in this Arbitration Provision, the term "Claim" has the broadest reasonable meaning and includes, but is not limited to, any unresolved disagreement, controversy, dispute or cause of action between you and us, whether preexisting, present or future, arising out of, related to or concerning this Agreement, your account(s), any transaction conducted with us related to your account(s), the services provided pursuant to this Agreement, fees and charges relating to your account(s), any advertisement, solicitation or application relating to your account(s), the method(s) we use to communicate with you by telephone or other electronic device or any relationship between you and us. "Claim" also includes data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public information about you. "Claim" includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, consumer rights, statutes, regulations, ordinances, common law and equity. "Claims" are subject to arbitration even if they arise out of, affect or relate to conduct that occurred prior to the Effective Date.
4. **What Disputes Are Not Subject to Arbitration?** Notwithstanding the foregoing, the term "Claim" shall not include any dispute or controversy regarding the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof; all such disputes are for a court and not the arbitrator to decide. However, disputes or controversies regarding this Agreement as a whole are for the arbitrator and not a court to decide. In addition, claims filed by you or us individually in small claims court (or your state's equivalent court), or transferred by you or us to such court, are not subject to arbitration, so long as any such claim remains in that court and advances only an individual claim for monetary relief; but if such claim is transferred, removed or appealed to a different court, you or we will then have the right to demand arbitration of the claim. This Arbitration Provision also does not prohibit you or us, at any time, from (a) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (b) obtaining provisional or ancillary remedies or individual injunctive relief (other than a stay of arbitration), including, but not limited to, attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (c) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind. In addition, this Arbitration Provision does not prevent you from submitting any issue relating to your account(s) for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. Furthermore, this Arbitration Provision does not apply to litigation filed in state or federal court that is pending as of the Effective Date of this Arbitration Provision as long as such litigation is pending, except that parties or Claims added to such litigation after the Effective Date shall be subject to this Arbitration Provision.
5. **Starting arbitration.** If either you or we elect to arbitrate a Claim rather than have a court (a judge or a jury) decide the Claim, the Claim must be resolved in arbitration. The party electing arbitration must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). Otherwise, your notice must be sent to First Mid Bank & Trust, Attn: General Counsel, P.O. Box 499, Mattoon, IL 61938, and our notice must be sent to the most recent address for you in our files. The arbitration will be conducted pursuant to the Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person or telephone hearing is necessary or a party requests an in-person or telephone hearing. Any arbitration hearing that you attend will take place within 50 miles of your residence at the time the arbitration is commenced. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to select an arbitration administrator pursuant to the paragraph below and start the arbitration proceeding in accordance with the administrator's rules and procedures. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision.
6. **The arbitrator.** The arbitration shall be administered by the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, N.Y. 10271, (800) 778-7879, www.adr.org, in accordance with its applicable rules, procedures and fee schedules for consumer disputes ("Rules") at the time a demand for arbitration is made. The Rules can be obtained on the AAA website free of charge and you may call the AAA directly if you have any questions. The Rules explain how to start an arbitration and how the arbitration process works. If the AAA cannot serve and you and we cannot agree on a replacement, a court with jurisdiction will select the arbitrator. A single neutral arbitrator will be appointed by the administrator and must be a practicing attorney with experience in the types of financial transactions at issue in the Claim(s) or a retired judge. No company or arbitrator may serve, without the consent of all parties, if it/he/she adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Provision.
7. **Costs of arbitration.** The parties shall pay administrative, hearing and arbitrator fees in accordance with the administrator's rules and fee schedules. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced.
8. **What law the arbitrator will apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes

- of limitation and privileges that a court would apply if the matter were pending in court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules and by law. In determining liability, the arbitrator will follow the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. We will not seek to recover from you any attorney, witness or expert fees or other costs or expenses we incur in defending an individual arbitration commenced by you. Notwithstanding the foregoing, if the arbitrator finds that a Claim is frivolous or brought in bad faith or for an improper purpose, then the payment of all fees, costs and expenses shall be determined by the arbitrator.
9. **Class Action Waiver. Notwithstanding any other provision of the Agreement or this Arbitration Provision, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Special procedures apply to a claim seeking public injunctive relief, as set forth below).**
 10. **Jury Trial Waiver.** If arbitration of a Claim is elected, you and we waive the right to a jury trial or trial before a judge in a public court.
 11. **The arbitrator's decision.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator's decision (the "award") will be final and binding, except for any appeal rights under the FAA. However, if the amount of the Claim exceeds \$25,000, any party can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne in accordance with the paragraph above captioned "Costs of Arbitration." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.
 12. **Conflict, Survival and Severance.** In the event of any conflict or inconsistency between this Arbitration Provision and other provisions of this Agreement or the administrator's rules, this Arbitration Provision will govern. This Arbitration Provision shall survive any closing or termination of your account for any reason; the transfer or assignment of any account; and the bankruptcy of any party to the extent permitted by law. If any term or provision of this Arbitration Provision is held to be unenforceable or invalid, the remaining provisions shall be enforced without regard to such unenforceable or invalid term or provision, except that: (a) if the Class Action Waiver is limited, voided or found unenforceable in a proceeding involving you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void in its entirety with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim, and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim seeking public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.
 13. **How to Opt Out of the Arbitration Provision.** If you do not want this Arbitration Provision to apply, you may reject it ("opt out"). To opt out, you must send us written notice of your decision to reject this Arbitration Provision to the address set forth below. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Provision unless your notice of intent to opt out is received in writing at First Mid Bank & Trust, Attn: Customer Support Center, P.O. Box 499, Mattoon IL, 61938 by the Effective Date as defined above. Your notice of intent to opt out can be a letter that is signed by you that states "I elect to opt out of the Arbitration Provision" or any words to that effect. Please provide your name, address and account number on the letter. This is the only way you can reject this Arbitration Provision. If you opt out, it will not affect any other terms of this Agreement and will not adversely affect your account. Your rejection of this Arbitration Provision shall not be imputed to any other person or entity or be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. Nor shall your rejection of this Arbitration Provision eliminate the obligation of other persons or entities who wish to reject this Arbitration Provision to personally comply with the notice and time requirements of this opt-out provision. Notwithstanding the foregoing, in the case of joint ownership of an account, one owner's rejection of this Arbitration Provision will be deemed to be a rejection of this Arbitration Provision by all joint owners.

Law and Forum for Disputes. Unless our Account Agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our Account Agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated pursuant to the Arbitration section above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration pursuant to the terms of the Arbitration provision above. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES

AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Contacting First Mid Bank & Trust

You may contact our Customer Support Center at 1-877-888-5629 during normal business hours. Business hours may be found online at: <https://www.firstmid.com/contact/>

You may write to us at the following address:

First Mid Bank & Trust
PO Box 499
Mattoon, IL 61938

You may send us a secure message by:

- logging into Online Banking and selecting Tools, then Message Center or clicking the envelope icon at the top of the Online Banking screen; or
- logging into the Mobile App and selecting More, then Tools, then Message Center.

PACKAGES/RESTRICTED SERVICES. The Bank uses packages to determine available services for our customers. We may at our sole discretion move a customer from one package to another which may or may not limit their money movement services at any time for any reason. The Bank shall not be liable for any delay in a transaction or service as a result of these restrictions or movements.

ACCOUNT ALERTS TERMS OF SERVICE

Alerts. Your enrollment in the Bank's Online Banking Services includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Accounts with the Bank. Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. The Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; or (c) an email account, by an e-mail message. For the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text, data charges or rates may be imposed by your endpoint Service Provider. Alert frequency varies by Account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile phone number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile phone number.

Alerts via Text Message. To stop alerts via text message, text **"STOP" to 59872 or 67669** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, log into Online or Mobile Banking. For help with SMS text alerts, text **"HELP" to 59872 or 67669**. In case of questions please contact customer service at **1-877-888-5629**. Message and data rates may apply. Check with your mobile carrier to verify if rates apply.

Limitations. The Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit Account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone Service Provider, internet Service Provider(s), and other factors outside the Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank and Service Providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. Alerts delivered via SMS, email, and push notifications are not encrypted, we will never include your Login Information or full Account number. You acknowledge and agree that alerts may not be encrypted, may include your name, some information about your Accounts, and anyone with access to your alerts will be able to view the contents of these messages.

BUDGETING TOOLS/LINKING EXTERNAL ACCOUNTS

This section governs the use of the personal finance management tool described herein (“Budgeting Tools” or the “Service”), which is offered by and through the Bank.

“Budgeting Tools” and/or “Service” means the personal financial management service that the Bank makes available through our Online Banking Services. Budgeting Tool is provided by Yodlee. The Service includes analyzing your personal finances through the Account information you provide, and the impact of various strategies on them.

User Content. Subject to our Privacy Notice, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the “Content”) you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to grant such Content license to us for the purposes set forth in this Agreement.

Accounts. You understand and agree that, at all times your relationship with us and each Account provider is independent of us and your use of the Service. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (4) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law. We are not responsible for what information is sent back from the Account provider and displayed to you through the Service.

Termination and Reinstatement of the Service. In the event that we at any time incur a problem with your use of the Service, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we at our sole discretion may thereafter restore your ability to use the Service.

Your Responsibility for Errors. You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree the Bank shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or mis-information in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Proprietary Rights. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Service.

No Unlawful or Prohibited Use. As a condition of using the Service, you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party’s use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

STOP PAYMENTS

Customer may order, through the Online Banking Services, stop payments on any checks which have not yet been paid by the Bank. Customer understands that the Bank is not responsible for determining whether or not a check has been paid. No stop payment order will be effective against a check that has been paid prior to the time that the Bank has both received the request and had a reasonable period of time to respond to the request. Customer must provide the correct check number, exact amount of check, and the payee.

Customer is responsible for any loss suffered if the check is not accurately identified in the stop payment request. The customer acknowledges that no signature is required for stop payments submitted online. A stop payment order remains in effect for six months from the date submitted, unless it is extended or renewed for additional periods. A stop payment order may be revoked or released before that time and is automatically canceled when the Account on which the check is drawn is closed. If you enter an ACH stop payment as a check, it will not be stopped and the consumer will be responsible for payment of the item. To place a stop payment on an ACH, please contact us at 1-877-888-5629, or stop into your local First Mid banking center during normal business hours.

Customer agrees to pay the stop payment fee indicated in the Bank's Banking Services and Fee schedule which can be found at: <https://www.firstmid.com/BankingFeeSchedule/>

ELECTRONIC STATEMENTS (DOCUMENTS) AGREEMENT

The following provisions constitute an amendment to your Account with the Bank concerning **electronic delivery of disclosures, notices, receipts, statements, and terms and conditions**, maintained by any individual, corporation, partnership, association or legal entity (you/your).

Electronic and Authorization for Electronic Delivery. If you sign up for eStatements, you will no longer receive a paper copy by mail and any notices associated with the Account may also be sent electronically. If there is more than one owner/authorized signer on the Account, changes to notices and statements to any one owner/authorized signer will be effective for all.

Duty to Review eStatements. You must promptly review your eStatement and any associated items and notify the Bank (within applicable time periods specified in your Account terms and conditions) of any error, unauthorized signature, lack of signature, alteration, or any other irregularity. Any applicable time periods which you must notify the Bank of any errors on your Account statement(s) shall begin on the date the Bank makes available to you the statement(s) and associated item(s) online. Further, you agree to notify the Bank immediately if you are unable to access any of the information that has been provided to you in electronic format.

Consent. Your enrollment electronically through the Bank's Online Banking Services confirms your ability to access information in the electronic form. By consenting to receive statements, disclosures, and notices electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. If you do not consent, you will not be able to proceed with signing up for eStatements. You are required to update us with any changes in such information.

If an authorized signer or owner of your Account is removed from the Account, the Online Banking Services may display historical statements to these parties for the time period they were an authorized person signer or owner on your Account. The Bank shall not be liable for any information still available to them that predates their removal from the Account.

Requesting Paper Copies. You have the right to receive paper versions of documents presented electronically. You understand that you may also request a paper copy of any statement, notice or disclosure by contacting the Bank. In some cases, research fees may apply. See the Bank's Fee Schedules for details.

Termination of Consent. In order for you to withdraw your consent and terminate this agreement for the electronic delivery of disclosures, notices, receipts, statements, and terms and conditions you must provide the Bank a five (5) business day notice. You understand that termination of eStatements may result in a monthly service charge to your Account (please review your Account terms and conditions for details).

Hardware and Software Requirements. The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive eStatements, notices, and/or disclosures online, you will also be verifying you meet the necessary hardware and software requirements to view the eStatements, notices, and disclosures.

- A personal computer or other device capable of accessing the internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher (available for downloading at <http://www.adobe.com/acrobat/readstep.html>).

In order for you to retain your documents for future use (tax preparation, etc.), you will be able to save the PDF files to your personal computer or other storage device.

EXTERNAL TRANSFER TERMS OF SERVICE

Introduction. This External Transfer Terms of Service (hereinafter "Transfer Agreement") is a contract between you and the Bank in connection with the External Transfer Service offered through our Online Banking Services. This Transfer Agreement applies to your use of the External Transfer Service and the portion of Online Banking Services through which the External Transfer Service is offered. To the extent there is any conflict between the terms of the Agreement and this Transfer Agreement with respect to the External Transfer Service, then the terms in this Transfer Agreement shall apply.

Description of External Transfer Service. The External Transfer Service enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

1. Transfer Agreement Definitions.

- "Account" means a checking, money market or savings Account that is either an Eligible Transaction Account or External Account, as applicable.

- “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
 - “Affiliates” are companies related by common ownership or control.
 - “Eligible Transaction Account” is a transaction Account from which your transfers will be debited, your External Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the External Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings Account that you hold with us.
 - “External Account” is your Account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
 - “Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
 - “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the External Transfer Service to you on our behalf.
 - “Transfer Instruction” is a specific information provided for a transfer to be made that you provide to the External Transfer Service for a transfer of funds.
2. **Authorization and Processing.**
- You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power, and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
 - When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and **to debit your applicable Account** or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
 - We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft Account;
 - The External Transfer Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
 - The transfer is refused as described in Section 6 (Refused Transfers) below;
 - You have not provided us with the correct information; including but not limited to, the correct Eligible Transaction Account or External Account information; and/or,
 - Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
3. **Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our External Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the External Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.
4. **Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the External Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.
5. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
6. **Returned Transfers.** In using the External Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will return the External Transfer and you must update the information and resend.
7. **Prohibited Transfers.** The following types of transfers are prohibited through the External Transfer Service. We have the right but not the obligation to monitor for, block, cancel, and/or reverse such transfers:
- Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States);
 - Transfers that violate any law, statute, ordinance, or regulation;
 - Transfers that violate the Acceptable Use terms in Section 14 (Acceptable Use) below;
 - Transfers related to gambling, gaming, and/or any other activity with an entry fee or a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;

- Transfers relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities, or lottery contracts, lay-away systems, off-shore banking, transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services;
- Transfers relating to tax payments or court ordered payments.
- Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 8 (Notices to Us Regarding the External Transfer Service) above of any violations of the Agreement generally.

CARD CONTROLS TERMS OF SERVICE

This Card Controls Terms of Service (hereinafter “Card Control Agreement”) applies to the card controls feature (“Card Controls”) within the Bank’s Online Banking Services notwithstanding anything in the Agreement to the contrary. The Card Control Agreement only applies to Card Controls. If Card Controls are not available to you, then this Card Control Agreement does not apply. To the extent there is any conflict between the terms of the Agreement and this Card Control Agreement with respect to Card Controls, then the terms in this Card Control Agreement shall apply.

1. The Card Controls feature is only available for debit cards issued by the Bank that you register within the Bank’s Online Banking Services.
2. The Card Controls alerts and controls you set through use of the Bank’s Online Banking Services. may continue to apply, even if you delete the Mobile Banking App or remove it from your device or login. Please contact the Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Bank’s Online Banking Services. may not be available for all transactions. Controls and alerts based on the location of the mobile device where Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.
4. Card Controls may enable access to the Bank and third parties’ services and web sites, including GPS locator websites, such as Google’s. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent the Bank’s Online Banking Services. allows you to access third party services, the Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. The Mobile Banking App, the services and related documentation are provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non- infringement. In particular, we do not guarantee continuous, uninterrupted or secure access to any part of our service, and operation of the mobile banking app or the services may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you to the extent they are prohibited by state law.
7. **Limitation of Liability:** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
8. Unless our Account Agreement with you states otherwise, this Card Control Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law’s provisions. To the extent that the terms of this Card Control Agreement conflict with applicable state or federal law, such state or

federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Card Control Agreement shall remain in full force and effect.

MOBILE DEPOSIT SERVICES TERMS OF SERVICE

Introduction. This Mobile Deposit Terms of Service (hereinafter "Mobile Deposit Agreement") is a contract between you and the Bank in connection with the Mobile Deposit Service offered through our Online Banking Services. This Agreement applies to your use of the Mobile Deposit Service and the portion of Online Banking Services through which the Mobile Deposit Service is offered. To the extent there is any conflict between the terms of the Agreement and the Mobile Deposit Agreement with respect to Mobile Deposit Services, then the terms in this Mobile Deposit Agreement shall apply.

Use of the Services. Following receipt of notification approving use of the Mobile Deposit Services, you are authorized by the Bank to remotely deposit paper checks you receive to your Account by electronically transmitting a digital image of the paper check(s) for deposit. Your use of the Mobile Deposit Services constitutes acceptance of the Mobile Deposit Agreement. You agree to comply with the hardware and software requirements set forth in the "System Requirements" as outlined in the Agreement. Upon receipt of the digital image, the Bank will review the image for acceptability. You understand and agree that receipt of an image does not occur until after the Bank notifies you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification from the Bank confirming receipt of an image, such notification does not mean that the image contains no errors or that the Bank is responsible for any information the customer transmits to the Bank. The Bank is not responsible for any image that they do not receive. Following receipt, the Bank may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, the Bank reserves the right, within our sole and absolute discretion, to accept or reject any item for remote deposit. You understand that any amount credited to your Account for items deposited using the Mobile Deposit Services is a provisional credit. You agree to indemnify the Bank against any loss the Bank suffers because of the acceptance of a remotely deposited check.

The software provided by the Bank to Customer contains software provided by one or more third parties ("Third Party Software") under contract with the Bank (each a "Third Party").

Restrictions. Customer agrees that they will not themselves, and/or will not permit any parent, subsidiary, affiliate, agent or other third party to: (i) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display Third Party Software or related documentation except as necessary to utilize the Software for mobile check deposits; (ii) decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (iii) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (iv) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.

Intellectual Property. The Bank or Third Parties, as the case may be, retain all rights, title, and interests, including intellectual property rights, in and to the Third Party Software and services, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to Customer, including all intellectual property rights therein. Customer acknowledges that the Third Party Software and related documentation contain copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant Customer any intellectual property rights in the Third Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by the Bank and the Third Parties. Customer agrees to assign, and hereby does assign, to the Third Party all rights, title, and interest, including all intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship or any other suggestions that Customer or any of its employees or agents propose, create, author or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

Guarantee Specific to Deposits Received for Credit to a Business Account. Your use of the Mobile Deposit Services for the purpose of depositing to a business Account constitutes your understanding and agreement that you may be personally liable for any expenses the Bank incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs, and attorney's fees as applicable, as well as any and all costs associated with the Bank enforcing this Guarantee. This Guarantee shall benefit the Bank and its successors and assigns.

Compliance with Law. Customer represents, warrants, and covenants that they will comply with all applicable laws, rules, regulations and prevalent industry standards in their use of Third Party Software, including compliance with applicable requirements under state and federal laws and regulations related to data security and nonpublic personal information, as defined or used in such applicable law or regulation.

Check Requirements. Any image of a check that you transmit to the Bank must accurately and legibly provide all the information on the front and back of the check at the time presented to the Bank by the drawer. Prior to capturing the original check, you will restrictively endorse the back of the original check and include "For Mobile Deposit Only." After transmission, it is recommended to mark on the check, "deposited - mobile" with deposit date. The image of the check transmitted to the Bank must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association, or any higher standard set by us. You are responsible for the image quality of any check or item that you transmit. You agree that we shall not be liable for any damages resulting from a check's poor image quality,

including those related to rejection of, the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

Rejection of Deposit. The Bank is not liable for any service or late charges levied against you due to rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to you of transactions the Bank is unable to process because of returned items. With respect to any item that you transmit to the Bank for Mobile Deposit that is credited to your Account, in the event such item is dishonored, you authorize the Bank to debit the amount of such item from the Account.

Email Address. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of Mobile Deposit items.

Unavailability of Services. You understand and agree that the Mobile Deposit Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet, cellular provider, and/or Internet software provider. In the event that the Mobile Deposit Services are unavailable, you acknowledge that you can deposit an original check at a branch, through an ATM, or by mailing the original check to us at First Mid Bank & Trust, PO Box 499 Mattoon, IL 61938. It is your sole responsibility to verify that items deposited using the Mobile Deposit Services have been received and accepted for deposit by the Bank. However, the Bank will notify you of items that are rejected by the next business day following rejection.

Business Days and Hours. Customer Support hours may be found online at <https://www.firstmid.com/contact/>.

Funds Availability. You understand and agree that, for purposes of deposits made using the Mobile Deposit Services, the place of deposit is Mattoon, IL. With regard to the availability of deposits made using the Mobile Deposit Services, such funds will be available as set forth below.

You agree that the items transmitted using the Mobile Deposit Services are not subject to the funds availability requirements of Reg CC. You also agree that the items are not subject to the dispute resolution process or requirements established under the Electronic Funds Transfer Act or its implementing regulation, Reg E. In general, if an image of an item you transmit through the Mobile Deposit Services is received and accepted before our cut-off time for the Mobile Deposit Services, we consider that business day to be the day of your deposit and funds will be deposited immediately to your Account unless it is held for further verification. Otherwise, we will consider that the deposit was made on the next business day we are open. We will make funds available for checks and items received, accepted, and successfully processed through the Mobile Deposit Services according to our standard funds availability policy. Note: Some Mobile Deposits may experience delayed availability if the system deems further verification is needed. If the Mobile Deposit is delayed, you will receive an in app message after the Mobile Deposit is submitted notifying you the deposit is "In Review". To see the outcome of your Mobile Deposit, you should continue to verify the status within the mobile app.

Accountholder's Warranties and Representations. You make the following warranties and representations with respect to each image of an original check you transmit to Bank utilizing the Mobile Deposit Services:

1. Each image of a check transmitted to Bank is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that you remotely deposit through the Mobile Deposit Services, there are no other duplicate images of the original check.
5. Bank has instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. Bank is authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information you provided in the application remains true, correct and, in the event any such information changes, you will immediately notify the Bank of the change.
8. You have not knowingly failed to communicate any material information to the Bank.
9. You have possession of each original check deposited using the Mobile Deposit Services and no party will submit the original check for payment.
10. Files and images transmitted to Bank will contain no viruses or any other disabling features that may have an adverse impact on Bank network, data, or related systems.

Storage of Original Checks. You must securely store each original check. If you are using the Mobile Deposit Service to deposit items into an Account in the name of a Business to which you are a party, you understand this means the original check(s) must be accessible only by your authorized personnel under dual control for a period of 14 business days after transmission to Bank. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

Securing Images on Mobile Devices. When using the Mobile Deposit Service, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete the deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify the Bank and hold the Bank harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit Services and/or breach of this Mobile Deposit Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

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

- Telephone you at 1-877-888-5629
- Email you at customerservice@firstmid.com

Limitation of Liability. BANK AND EACH THIRD PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE MOBILE DEPOSIT SERVICES AND ANY SOFTWARE PROVIDED BY OR ON BEHALF OF A THIRD PARTY UNDER THIS AGREEMENT ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, EACH THIRD PARTY DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT THE OPERATION OF THE MOBILE DEPOSIT SERVICES OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FUNCTIONS OR FEATURES OF THE MOBILE DEPOSIT SERVICES OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE MOBILE DEPOSIT SERVICES OR SOFTWARE WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICES, HARDWARE OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY.

IN NO EVENT WILL ANY THIRD PARTY BE LIABLE HEREUNDER FOR AN AMOUNT EXCEEDING THE LESSER OF THE ACTUAL DAMAGES INCURRED BY CUSTOMER OR THE FEES PAID BY CUSTOMER FOR USE OF THE RESPECTIVE THIRD PARTY SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE EVENT GIVING RISE TO THE LIABILITY TOOK PLACE, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

IN NO EVENT WILL A THIRD PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS) IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. Customer shall indemnify, defend, and hold harmless each Third Party and its respective affiliates, officers, employees, and agents from and against any Third Party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity, or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Customer's use of the Third Party Software, unless such claim directly results from an action or omission made by such Third Party in bad faith.

Charges for Use of the Mobile Deposit Services. All charges associated with the Mobile Deposit Services are disclosed in the Fee Schedule you received with your Account opening Agreements and can also be found here: <https://www.firstmid.com/BankingFeeSchedule/>

Warranties. You understand that the Bank does not make any warranties on equipment, hardware, software, or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. The Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or the Bank's use of any of them or arising in any way from the installation, use, or maintenance of your personal computer hardware, software, or other equipment.

Change in Terms. Bank may change the terms and charges for the Mobile Deposit Services indicated in this Mobile Deposit Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Mobile Deposit Agreement from time to time. Your use of the Mobile Deposit Services after receipt of notification of any change by Bank constitutes your acceptance of the change.

Termination of the Mobile Deposit Services. You may, by written request, terminate the Mobile Deposit Services provided for in this Mobile Deposit Agreement. Bank may terminate your use of the Mobile Deposit Services at any time upon written notice. In the event of termination of the Mobile Deposit Services, you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures. The information in the Mobile Deposit Agreement applies only to the Mobile Deposit Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Periodic Statement. Any mobile deposits made through the Mobile Deposit Services will be reflected on your monthly Account statement. You understand and agree that you are required to notify Bank of any error relating to images transmitted using the Mobile Deposit Services by no later than 30 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to Bank's attention within such time period. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of mobile deposits that are set forth by Bank.

Eligible Checks and Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Mobile Deposit Agreement, or such other items as we, in our sole discretion, elect to include under the Mobile Deposit Service. You authorize us to process any image that you send us or convert any image to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item"

within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not use the Mobile Deposit Services to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you, or to you and another party.
- b. Checks payable to any person or entity other than the person or entity that owns the Account that the check is being deposited into.
- c. Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the Account on which the check or item is drawn.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC, and checks that have previously been submitted through the Mobile Deposit Services or through a remote deposit capture service offered at any other financial institution.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than six months prior to the date of deposit.
- i. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- j. Checks or items prohibited by our current procedures relating to the Mobile Deposit Services or which are otherwise not acceptable under the terms of your Mobile Account.
- k. Checks with any endorsement on the back other than that specified in this Addendum.
- l. Money Orders.
- m. Traveler's Checks.
- n. Insurance drafts; and
- o. Credit card cash advance checks.
- p. Savings bonds
- q. Check images or pictures of a check on your device (you must submit an image of the original check for mobile deposit).

Changes in Financial Circumstances. You understand and agree that you must inform Bank immediately in the event a material change in your financial circumstances as or in any of the information provided in your application including any supporting financial information. If you are using the Mobile Deposit Service to deposit items into an Account in the name of a Business to which you are a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at your business; (b) any change in a representation or statement made or furnished to Bank by you or on your behalf in your Application; (c) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) You liquidate, dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) You sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business, fixed assets, any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) You cease doing business, become insolvent, a receiver is appointed for all or any part of your property, You make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of your indebtedness to Bank, whether related or unrelated to the Account or the Mobile Deposit Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading; (h) You or any guarantor dies; if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10.00% or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of your property on or in which Bank has a lien or security interest, including a garnishment of any of your Accounts with us; (j) a judgment or judgments is entered against you or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in your financial condition or applicable credit histories; and (m) You are in default under any Agreement for borrowed money or any other material contract. You agree to provide Bank any financial records we reasonably request to determine your financial status during the term of this Mobile Deposit Agreement.

Confidentiality.

1. "Third Party Confidential Information" means trade secrets, know-how, data, methods, documents, devices, software code, technology, technical information, as well as, business, financial or customer information of a Third Party. Confidential Information will not include any information that Customer can prove: (i) was publicly known in the trade or business prior to its receipt of the Third Party Software; or (ii) was entirely and independently developed by the Customer without any use or reference to Confidential Information of the other Party.
2. Customer acknowledges that Third Parties own all rights, titles and interests, including all IP Rights in Third Party Confidential Information. Customer may use Third Party Confidential Information only in connection with its utilization of the Third Party Software and Banks services, and not for any other purpose. Customer will protect Third Party Confidential Information from unauthorized use or access.
3. Customer acknowledges that Third Party Confidential Information may still be under development or may be incomplete or may relate to products that are under development or planned for development. NO THIRD PARTY MAKES ANY WARRANTIES REGARDING THE ACCURACY OF ITS CONFIDENTIAL INFORMATION OR ITS USE FOR A PARTICULAR PURPOSE. Neither Bank nor any Third Party grants any license or right to Third Party Confidential Information except for the limited use of such information in connection with this Agreement.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, Agreement, provision, or condition hereof shall not constitute the waiver of the terms of any other covenant, Agreement, provision,

or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Mobile Deposit Agreement does not create and shall not be construed to create any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

DIRECT DEPOSIT SWITCH (powered by Atomic Deposit) TERMS OF SERVICE

The Bank has partnered with Atomic Deposit to provide you with a service to update your direct deposit payroll Account(s) to your First Mid deposit Account. By enrolling in the Atomic Direct Deposit Switch service, you agree to the Atomic End User Terms & Privacy Policy Terms of Use located online at <https://atomic.financial/end-user-terms-privacy-policy/>. The Bank shall have no liability over this service or issues that arise from utilizing this service.

BILL PAY SERVICE ADDITIONAL TERMS

Introduction: This Bill Pay Terms of Service (hereinafter "Bill Payment Terms") applies to the Bill Payment Services ("Service") within the Bank's Online Banking Services notwithstanding anything in the Agreement to the contrary. The Bill Payment Terms only applies to Bill Payment Services. If Bill Payment Services are not available or utilized by you, then this Bill Payment Terms does not apply. To the extent there is any conflict between the terms of the Agreement and this Bill Payment Terms with respect to Services, then the terms in this Bill Payment Terms shall apply.

1. **Description of Service.** The Service enables you to receive, view, and pay bills through Online Banking Services.
2. **Bill Pay Definitions.**
 - "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
 - "Billing Account" is the checking Account from which all Service fees will be automatically debited.
 - "Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
 - "Eligible Transaction Account" is as defined in the General Terms, except that it shall be limited to an Account that you hold with us, and from which bill payments will be debited.
 - "Exception Payments" means payments to deposit Accounts or brokerage Accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
 - "Payment Instruction" is defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller Account number, and Scheduled Payment Date).
 - "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
 - "Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
3. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your Account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.
4. **The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your Account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 3 of the Bill Payment Terms (Payment Scheduling).
5. **Payment Authorization and Payment Remittance.** By providing the Service with names and Account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

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

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft Account;

- The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or Account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

6. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
7. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at 1-877-888-5629. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.
8. **Exception Payments Requests.** Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.
9. **Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
 - **Presentation of electronic bills.** You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
 - **Paper copies of electronic bills.** If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
 - **Sharing information with billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller Account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
 - **Information held by the biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
 - **Activation.** We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your Accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
 - **Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
 - **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your

- responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentation of electronic bills at anytime. You may cancel electronic bill presentation at any time. The timeframe for cancellation of your electronic bill presentation may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
 - **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
 - **Accuracy and dispute of electronic bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

10. **Disclosure of Account Information to Third Parties.** It is our general policy to treat your Account information as confidential. However, we will disclose information to third parties about your Account or the transactions you make in the following situations pursuant to our Privacy Policy.
- Where it is necessary for completing transactions;
 - Where it is necessary for activating additional services;
 - In order to verify the existence and condition of your Account to a third party, such as a credit bureau or Biller;
 - To a consumer reporting agency for research purposes only;
 - In order to comply with a governmental agency or court orders; or,
 - If you give us your written permission.
11. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit Accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet Service Provider.
12. **Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you.
13. **Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller Account number is not valid; Biller is unable to locate Account; or Biller Account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.
14. **Information Authorization.** In addition to the Information Authorization of the General Terms, you agree that the Service reserves the right to obtain financial information regarding your Account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).
15. **Bill Capture.** The following Bill Capture terms and conditions in this Section (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our Online Banking Services, then this Section (Bill Capture) does not apply.

Your use of Online Banking Services may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and Account number of the Biller into our mobile banking app for use with the Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

- You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
 - We do not guarantee that your mobile device will be compatible with Bill Capture; and
 - You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Services, including, without limitation, any late fees for payments sent to an improper Biller or improper Account.
16. **Bill Discovery.** The following Bill Discovery terms and conditions in this Section (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you within our Online Banking Services, then this Section (Bill Discovery) does not apply.

The bill discovery feature ("Bill Discovery") enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller

matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 9 (Bill Delivery and Presentment) of the Bill Payment Terms.

17. **Payment Methods.** In addition to the Payment Methods set forth in the General Terms, certain Service payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller.

CARD UPDATER (powered by Strive) TERMS OF SERVICE

The Card Updater Service ("Service") is a web-based Service provided by us to you (the "Sponsoring Issuer"), in partnership with Strive, Inc., a Washington corporation ("**Strive**"). The Service provides users with tools to facilitate the secure online management of payment card info, Account information, online retailer, and other Service Provider payment Account information, for use in future online transactions. The Card Updater Terms of Service ("Service Terms") are provided below.

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS APPLICABLE TO THE SERVICE. YOUR USE OF THE SERVICE IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE SERVICE TERMS WITHOUT MODIFICATION. BY ACCESSING OR USING THE SERVICE INCLUDING ANY ASSOCIATED SOFTWARE, MOBILE APPS OR WEB SITES, YOU AGREE TO BE LEGALLY BOUND BY THESE SERVICE TERMS. IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MUST IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICE. IF YOU ARE ENTERING INTO THESE SERVICE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO ALL OF THESE SERVICE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY.

1. **Requirements for Use of Service.** The Service is intended and offered only for lawful use by individuals or organizations with the legal capacity and authority under applicable law to enter into a contract for such Services, solely within the United States or any other jurisdiction where use of the Service is permitted by applicable law. By using the Service you represent and warrant that you have the legal capacity and authority to enter into the Service Terms, and that you will use the Services only in accordance with the Service Terms and all applicable laws. You agree to provide accurate and complete information when you use the Service and you agree to keep such information accurate and complete during the entire time that you use the Service.
2. **Your Data.** As between you, and Strive, you own all right, title and interest into any information or data that you input to the Service or otherwise provide to Strive in connection with your use of the Service ("Your Data"). You hereby grant Strive a nonexclusive, worldwide, assignable, sub-licensable, fully paid-up and royalty-free license and right to copy, distribute, display and perform, publish, prepare derivative works of and otherwise use Your Data solely to the extent necessary to provide you the Service. You represent and warrant to Strive that you have all rights necessary to grant the licenses in this Section, and that your provision of Your Data through and in connection with the Service does not violate any applicable laws or rights of any third party. Strive will maintain the confidentiality of Your Data, only use Your Data to provide the Service to you and will utilize processes and procedures and maintain controls consistent with industry standards necessary to maintain the security of Your Data while in our possession. You acknowledge and agree that Strive will not retain Your Data and will delete Your Data upon termination of your use of the Service, every time you access the Service. You further acknowledge and agree that Your Data does not include Aggregated Data. For purposes of these Service Terms "Aggregated Data" means anonymized, aggregated data derived by or through the operation of the Service that is created by or on behalf of Strive and that does not reveal any of Your Data or any personally identifying information about you.
3. **Suspension or Termination of Services.** Without limiting its other remedies, Strive may limit, suspend, or terminate your use of the Service if Strive believes that you are in breach of these Service Terms, Strive is required to do so by a Sponsoring Issuer, or as required under applicable law. Strive, as applicable, shall affect such termination by providing notice to you, and/or by preventing your access to the Service. Upon termination of your right to use of the Service, your license to use the Service and the Software shall automatically terminate. The provisions of the following sections of these Service Terms shall survive any such termination: 3, 4, 5, 6, and 7.
4. **Intellectual Property Rights.** Strive and its suppliers shall retain all title, ownership rights, and intellectual property rights in and to the Service, Software, Aggregated Data, and any copies or portions thereof. You acknowledge that the Service and Software are protected by patent, copyright, and other intellectual property laws. All trademarks, service marks or other similar items appearing in the Service and Software are the property of their respective owners, including Strive. Except for the rights specifically granted to you in these Service Terms, all rights in and to the Service and Software are reserved by Strive.
5. **Indemnity.** You agree to defend, indemnify, and hold Strive harmless from and against any and all claims, damages, liabilities, costs, and fees (including reasonable attorneys' fees), in connection with or arising out of your (a) violation or breach of these Service Terms or any applicable law or regulation, or (b) use or misuse of the Service or Software.
6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL STRIVE, OR ANY OF THEIR AFFILIATES, SUPPLIERS, DISTRIBUTORS OR ANY SPONSORING ISSUER (OR ANY OF THE FOREGOING ENTITIES' OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) BE LIABLE FOR ANY INDIRECT DAMAGES, INCLUDING, BY WAY OF ILLUSTRATION AND NOT LIMITATION, LOST DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE. IN NO EVENT WILL STRIVE'S MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED \$500 OR THE FEES THAT YOU HAVE PAID IN CONNECTION WITH THE SERVICE, WHICHEVER IS LESS. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE OR SOFTWARE IS TO CEASE USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS OR LIMITATIONS SPECIFIED ABOVE, SO THEY MAY NOT APPLY TO YOU.
7. **Miscellaneous.** These Service Terms contain the entire understanding of the parties relating to its subject matter and supersede all prior and concurrent Agreements, arrangements and understandings between the parties for the Service. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and

enforceability of the remaining provisions shall not be in any way affected. Strivve's failure to act with respect to your breach of these Service Terms does not constitute a waiver and shall not limit Strivve's rights with respect to such breach or any subsequent breaches. You may not assign these Service Terms or your rights or obligations hereunder, in whole or in part, without Strivve's prior written consent. You hereby agree to the use of electronic communication in order to enter into the Service Terms, and to the electronic delivery of notices, policies, and records of transactions initiated or completed through the Service or Software. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature, delivery or retention of non-electronic records, to the extent permitted under applicable law.

CREDIT SCORE & REPORT (powered by SavvyMoney, Inc.) TERMS OF SERVICE

We have partnered with SavvyMoney, Inc. to provide you access to your credit score and report within our Online Banking Services. This is a soft credit pull on you as an individual and it will not affect your credit score. By enabling the Credit Score & Report Service, you authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us. By enrolling in the Credit Score & Report Services and requesting your Credit Score, you are accepting SavvyMoney's Terms of Service and Privacy Policy that can be found at <https://savvymoney.com/terms-of-service/> and <https://savvymoney.com/privacy-policy/> or can be accessed through the Credit Score & Report widget within Online Banking. You may revoke this authorization at any time through your Credit Score & Reporting profile settings. In addition, any offers, including new loan or account offers that are shown within the Credit Score & Report Service require an application, and are subject to the Bank's standard approval process.

First Mid Bank & Trust Zelle® and Other Payment Services Terms of Service

Effective Date: June 1, 2026

This Zelle® and Other Payment Services Terms of Service document (hereinafter "Agreement") is a contract between you and First Mid Bank & Trust (hereinafter "we", "us" or "our") in connection with the Zelle® and Other Payment Services (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered.

Definitions.

These definitions apply only to the Zelle® and Other Payment Services Terms of Service and do not alter or amend the Definitions in the General Terms and Conditions in the Online and Mobile Banking Agreement

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Zelle® and Other Payment Services fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Zelle® and Other Payment Services.
- e. "Network Financial Institutions" means financial institutions that have partnered with Zelle®.
- f. "Payment Instruction" is the information provided for a payment to be made under the Zelle® and Other Payment Services, which may be further defined and described above in connection with the Zelle® and Other Payment Services.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.
- i. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- j. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.
- k. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Zelle® and Other Payment Services to you on our behalf.

- I. "Zelle[®] Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send requests for money through the Zelle[®] Payment Service, and (ii) send and receive Payment Instructions through the Zelle[®] and Other Payment Services. Users that access the Zelle[®] and Other Payment Services through a business account shall be classified as Zelle[®] Small Business Service Users. The Zelle[®] Small Business Service is included in the definition of "Zelle[®] Payment Service".

1. Description of Services.

- a. We have partnered with the Zelle Network[®] ("Zelle[®]") to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle[®] with us, or with another financial institution that partners with Zelle[®] (each a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described below ("Zelle[®] Payment Service," as further described below). Zelle[®] provides no deposit account or other financial services. Zelle[®] neither transfers nor moves money. You may not establish a financial account with Zelle[®] of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE[®] PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE[®] PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
- b. In addition to the Zelle[®] Payment Service, we provide other payment services under this Agreement. These additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle[®]. These payment services are referred to as "Other Payment Services" in this Agreement. The term "Zelle[®] and Other Payment Services" means the Zelle[®] Payment Service and the Other Payment Services.
- c. The Zelle[®] and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle[®] and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle[®]. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle[®] Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle[®] Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle[®] and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle[®] and Other Payment Services payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2. Payment Authorization and Payment Remittance.

- a. When you enroll to use the Zelle[®] Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle[®] Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 20 (Prohibited Payments), you agree that you will not use the Zelle[®] and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle[®] and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle[®] Payment Service or share your credentials with a third party to use the Zelle[®] Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle[®] and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle[®] Payment Service at any time and without prior notice, including for reasons involving your use of the Zelle[®] Payment Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle[®], or the financial system to risk.
- b. This Section 2(b) does not apply to small business Users enrolled in the Zelle[®] Small Business Service (to the extent made available by us). The Zelle[®] and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle[®] and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle[®] and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle[®] Payment Service if we believe that you are using the Zelle[®] Payment Service for business or commercial purposes, or for any unlawful purpose.

- c. To be eligible to enroll for the Zelle[®] and Other Payment Services, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you can form legally binding contracts under applicable law and are not a minor; (iii) you maintain one active Eligible Transaction Account with us and which account is in good standing; and (iv) you have the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us. By using the Zelle[®] and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle[®] Payment Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle[®] Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle[®] Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle[®]. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle[®]. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle[®]. If you enroll for the Zelle[®] Payment Service and select to use a Zelle[®] tag, the mobile phone number associated with your User profile will be used as a contact method for certain communications related to the Zelle[®] Payment Service and must meet the requirements described herein.
- d. When you enroll with Zelle[®], you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers, email addresses and/or Zelle[®] tags of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle[®] Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Zelle[®] and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and email address, Zelle[®] tag or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle[®] and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a

payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. When you send money to another User at your initiation, you may initiate a: (i) one-time payment that will begin processing immediately, (ii) one-time future dated payment that will begin processing on a specified future date, or (iii) recurring payment series that will begin processing recurring payments on a specified series of dates. Further details about each of these options can be found on the Site. You understand that use of the Zelle[®] and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you initiate sending money using Zelle[®] and Other Payment Services and a payment has begun processing, it cannot be edited or canceled. **One-time payments that process immediately cannot be edited or canceled.** You may only edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. As to the Zelle[®] Payment Service, if the person you sent money to has already enrolled with Zelle[®], the money is sent directly to their bank account (except as otherwise provided in Section 3(f) below) and may not be canceled or revoked. We therefore recommend that you use the Zelle[®] Payment Service to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address, mobile telephone number and/or Zelle[®] tag). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle[®], then the Zelle[®] Payment Service will contact the Receiver regarding enrollment in Zelle[®] and receipt of payment (a "Two-Step Transfer"). If the Receiver has already enrolled in Zelle[®], then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle[®]. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described below in Section 29 (Errors, Questions, and Complaints).
- d. In most cases, when you are sending money to another User using the Zelle[®] Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle[®], the other Network Financial Institutions, and other Zelle[®] users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle[®], they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle[®], or otherwise ignore the payment notification, and the transfer may not occur. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle[®]. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle[®] delay or block a payment that you have initiated, we will notify you **via email to the designated email address within your Zelle[®] profile**. Neither we nor Zelle[®] have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle[®] Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle[®]. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. For Zelle[®] Payment Service payments, as to Recipients who have not yet enrolled with Zelle[®], you acknowledge and agree that when we begin processing the Payment Instruction we will debit funds from your Eligible Transaction Account immediately, but we will only begin to process the requested transfer of funds to the Receiver once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the

Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments; Money Transfers by Network Financial Institutions.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® request for money, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a request for money, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you via email to the designated email address within your Zelle® profile. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, Zelle® or other Network Financial Institutions that could delay or prevent a transfer of money to you. You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive requests for money, from others through the Zelle® Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments. You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than your request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a request for money using the Zelle® Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a request for money may not receive, or otherwise may reject or ignore, your request. We do not guarantee that you will receive any payments from individuals by initiating a request for money.

6. Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may only cancel a Payment Instruction until the payment begins processing. Sender may only stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to

the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days after contacting Customer Support at 1-877-888-5629 or by email at customerservice@firstmid.com, or otherwise directing us to stop a payment. If we charge you to stop the payment, then the charge for each stop payment request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled by us fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Service Providers. We are offering you the Zelle® and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the Zelle® and Other Payment Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Zelle® and Other Payment Services to you, to the extent any liability attaches in connection with the Zelle® and Other Payment Services pursuant to Section 41 (Limitation of Liability), we are the sole party liable to you for any payments or transfers conducted using the Zelle® and Other Payment Services and we are solely responsible to you and any third party. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of this Agreement.

8. Amendments. We may amend this Agreement and any applicable fees and charges for the Zelle® and Other Payment Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Zelle® and Other Payment Services after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Zelle® and Other Payment Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Zelle® and Other Payment Services, and/or related applications and material, and limit access to only the Zelle® and Other Payment Services' more recent revisions, updates, upgrades or enhancements.

9. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Zelle® and Other Payment Services. We do not have control of, or liability for, any products or services that are paid for with our Zelle® and Other Payment Services. We also do not guarantee the identity of any user of the Zelle® and Other Payment Services (including but not limited to recipients to whom you send payments).

10. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

11. Notices to Us Regarding the Zelle® and Other Payment Services. Except as otherwise stated below, notice to us concerning the Site or the Zelle® and Other Payment Services must be sent by postal mail to: First Mid Bank & Trust, Attn: Customer Support PO Box 499, Mattoon, IL 61938

We may also be reached at 1-877-888-5629 for questions and other purposes concerning the Zelle® and Other Payment Services. We will act on your telephone calls as described below in Section 29 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

12. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Zelle® and Other Payment Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Zelle® and Other Payment Services setup or customer profile. For example, users of the Zelle® and Other Payment Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each request for paper copies of any document. We reserve the right to terminate your use of the Zelle® and Other Payment Services if you withdraw your consent to receive electronic communications.

13. Consent to Emails and Automated Text Messages. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email

address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us **for the Zelle® and Other Payment Services**, send STOP to 767666. For help or information regarding text messaging for the Zelle® and Other Payment Services, send HELP to 767666 or contact our customer service at 1-877-888-5629. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

14. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as a request for money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 25 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle® and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.

15. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

16. Returned Payments. In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

17. Receipts and Transaction History. You may view your transaction history by logging into the Zelle® and Other Payment Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through the Zelle® and Other Payment Services will also appear on your statement(s), to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting. We may provide different line item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our Zelle® and Other Payment Services through our Site or are enrolled for the Zelle® Payment Service through the Zelle® stand-alone application.

18. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

19. Privacy of Others. If you receive information about another person through the Zelle® and Other Payment Services, you agree to keep the information confidential and only use it in connection with the Zelle® and Other Payment Services.

20. Prohibited Payments. The following types of payments are prohibited through the Zelle® and Other Payment Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any federal or state law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 21 below; and
- d. Payments that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; and
- e. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

21. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Zelle® and Other Payment Services, regardless of the purpose of the use, and for all communications you send through the Zelle® and Other Payment Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Zelle® and Other Payment Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Zelle® and Other Payment Services, or interfere or attempt to interfere, with the Site or the Zelle® and Other Payment Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

22. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Zelle® and Other Payment Services. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Zelle® and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

23. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Customer Support in the manner set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts.

THE ZELLE® PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE® PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS

OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

24. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

25. Failed or Returned Payment Instructions. In using the Zelle® and Other Payment Services, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

26. Information Authorization. Your enrollment in the Zelle® and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle® and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Zelle® and Other Payment Services, to authenticate you when you log in, to send you information about the Zelle® and Other Payment Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Zelle® and Other Payment Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Zelle® and Other Payment Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle® and Other Payment Services. The following provisions in this Section apply to certain Zelle® and Other Payment Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

27. Consent to Share Personal Information (Including Account Information). In addition to Section 26 (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank

account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account;
- c. To comply with government agency or court orders, or debit card, as applicable;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the applicable terms of our Privacy Policy.

28. Service Termination, Cancellation, or Suspension. If you wish to cancel the Zelle® and Other Payment Services, you may contact us as set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle® and Other Payment Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

29. Errors, Questions, and Complaints. The provisions of this Section apply only to Eligible Transaction Accounts that are established primarily for personal, family, or household purposes.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

30. Intellectual Property. All other marks and logos related to the Zelle® and Other Payment Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Zelle® and Other Payment Services or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Zelle® and Other Payment Services, the portion of the Site through which the Zelle® and Other Payment Services are offered, the technology related to the Site and Zelle® and Other Payment Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Zelle® and Other Payment Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

31. Password and Security. If you are issued or create any password or other credentials to access the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. See also Section 23 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

32. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Zelle® and Other Payment Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Zelle® and Other Payment Services for any reason or no reason and at any time. The remedies contained in this Section 32 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

33. Arbitration; Class Action Waiver. See the Arbitration Section in the General Terms.

34. Law and Forum for Disputes. See the Law and Forum for Disputes Section in the General Terms.

35. Wireless Operator Data. In addition to Section 26 (Information Authorization), you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® and Other Payment Services. By using the Zelle® Payment Service, you authorize your wireless carrier (to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle®'s Privacy Policy at <https://www.Zelle®pay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

36. Content Standards; Zelle® Tags

- a. **Content Standards:** You agree that you will not use the Zelle® Payment Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.
- b. Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.
- c. The Zelle® Payment Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or requesting money, which will be your "Zelle® tag." Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

37 Liability. Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service.

38. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Zelle® and Other Payments Services. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

39. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

40. Disclaimer of Warranties. THE SITE AND ZELLE® AND OTHER PAYMENT SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ZELLE® AND OTHER PAYMENT SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

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42. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

43. Use of Our Online Banking Site and/or Mobile App. You agree to access the Site and/or mobile app in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

44. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 7, 10-12, 19, 24, 25, 30, 32-34 and 37-44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

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