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AUBURNBANK CASH MANAGEMENT SERVICES AGREEMENT

THIS CASH MANAGEMENT SERVICES AGREEMENT (this “Agreement”) dated as of _____ is made by and between AUBURNBANK, an Alabama state bank (“Bank”), and _____, a[n] _____ (“Customer”).

This Agreement, along with any other Addenda attached hereto, is in addition to other agreements between Bank and Customer, including but not limited to Customer’s checking and other deposit account agreements, Customer’s overdraft protection, loan and line of credit agreements as each may be modified from time to time. If there is a conflict in the terms and conditions of this Agreement and one contained in the other agreements between Bank and Customer, this Agreement will control. By executing this Agreement, Customer agrees to the following terms and conditions:

1. The Services. Bank will provide and Customer may obtain the cash management services (the “Services”) described in this Agreement and any other Addenda attached hereto, along with the Remote Access Services described in **Schedule A**, in accordance with the provisions of this Agreement. The Services may include (i) the AuburnBank Online Services, (ii) Stop Payment Services, (iii) Payment Services (including bill pay and person-to-person payments), and (iv) Mobile Banking Services, as each are more particularly described in the Addenda attached hereto, and all of which are accessible via the AuburnBank Online Service available to Customer through the Bank’s web site (the “Bank Site”). Bank may offer additional Services through AuburnBank Online from time to time. Such Services, whenever added, shall be subject to this Agreement and the applicable Addendum, and are included within the references to the “Services” in this Agreement. To use AuburnBank Online, the Agreement must be in good standing, and Customer must have at least one commercial checking account with Bank, access to Internet service, and a valid electronic mail address. Confirmation of Bank’s acceptance of Customer’s enrollment will be sent to Customer, along with an assigned Customer Security Code (as hereinafter defined) and a separate Customer Administrator Security Code. AuburnBank Online can be used to access all of Customer’s credit and deposit accounts with Bank (other than repo sweep accounts) (collectively, the “Accounts”). Customer is responsible for restricting access to Accounts via AuburnBank Online and Bank undertakes no obligation to monitor transactions through AuburnBank Online to determine that such transactions are made on behalf of Customer, except as expressly provided herein. Customer can use AuburnBank Online seven days a week, twenty-four hours a day, although some or all Services may not be available from time to time due to emergency or scheduled system maintenance. Questions regarding the Services may be directed to (i) es@auburnbank.com, (ii) 100 N. Gay Street, PO Box 3110, Auburn, AL 36831-3110, or (iii) during business hours on any Banking Day, either (334) 887-4621 or 1-888-988-2162. Customer agrees not to send confidential information to Bank by electronic mail.

By enrolling for the use of any Service, Customer agrees to be bound by the terms and conditions of this Agreement, as amended from time to time. To enroll for and use a Service, Customer must complete, execute and/or accept the applicable Addendum required by Bank. Bank, in its discretion, may not permit Customer to use a Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has a reasonable opportunity to activate the Service. In any event, Customer agrees that the use by it or any Authorized User of any Service shall, without any further action or execution or acceptance of any documentation on Customer’s part, constitute Customer’s acceptance of and agreement to our terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement, any applicable Addendum, or otherwise prescribed by Bank. The terms of any Addendum supplement the terms of this Agreement and constitute part of the agreement between Bank and Customer for the use and provision of the applicable Service(s), and Customer agrees to observe and comply with all of such terms in the use of any applicable Service.

Available Services

- Online Services (Incorporated as **Addendum 1**)
- Stop Payment Services (Incorporated as **Addendum 2**)
- Mobile Banking Services (Incorporated as **Addendum 3**)
- Payment Services (Incorporated as **Addendum 4**)

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Other Available Services Requiring Separate Agreements

- Automated Clearing House (ACH) Services
- Wire Transfer Services
- Mobile Remote Deposit Capture Services
- Commercial Remote Deposit Capture Services

2. Security Procedures.

(a) **Security Procedure.** The Security Codes must be entered on the appropriate pages of the Bank Site to initiate a secure AuburnBank Online banking session. Customer will be issued a temporary Security Code and will be required to change the Security Code upon initial log-in. Customer agrees that the use of the Security Codes along with other security processes or procedures required by the Bank or otherwise recommended and offered by the Bank for the purpose of verifying that communications, orders, instructions or inquiries regarding a Service transaction or other Service activity are those of Customer, and/or for the purpose of authenticating Customer or its Authorized Users in connection with Customer's use of the Services, and/or for the purpose of authorizing transactions and other activities through the use of the Services, which processes or procedures may or may not involve the use of a Security Code, constitutes a "commercially reasonable" security procedure for Customer's use of AuburnBank Online and the Services hereunder (including, without limitation, bill pay payment requests, person-to-person payment requests, and stop payment orders) (the "Security Procedures"). Customer acknowledges that the purpose of the Security Procedures is for the verification of authenticity and not to detect an error in the transmission or content of any communication, transfer, or payment order. No Security Procedure for the detection of any such error has been agreed upon between the Bank and Customer and, to the extent any instruction initiated under Customer's subscription to AuburnBank Online and accepted by the Bank in compliance with this Security Procedure contains any error, to the full extent allowed by law, Customer shall be liable for, and shall indemnify the Bank against any claims, losses and expenses the Bank may incur that arise from or relate to the erroneous instructions. Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions, and agrees to be bound by all requests, communications, or other instructions to the Bank that are initiated under Customer's subscription to AuburnBank Online and accepted by Bank in compliance with the Security Procedure selected by the Customer, regardless of whether or not Customer or any Authorized User actually authorized the instruction. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and the Security Codes. Customer agrees that any request received by Bank in compliance with the Security Procedures required by Bank or otherwise recommended by Bank and selected by the Customer shall be irrefutably presumed to be from an Authorized User of Customer.

(b) From time to time Bank may offer and recommend that Customer elect to employ the use of certain additional Security Procedures as a best practice recommendation, as described in **Schedule B** attached hereto. Customer may elect to opt out of or otherwise reject the additional recommended Security Procedures offered by Bank by indicating Customer's rejection in accordance with the procedures prescribed by Bank in **Schedule B**. If Customer rejects the Bank's recommended Security Procedures, Customer hereby acknowledges that Bank first offered to Customer a "commercially reasonable" security procedure. Customer acknowledges and understands that by rejecting any of the Bank's recommended Security Procedures, Customer is waiving the security protection offered by such Security Procedures and that Bank shall have no liability for any losses relating to this security procedure waiver.

(c) **Confidentiality and Security.** Customer will be provided an identification code for its initial use of the Services, during which use Customer will be required to select or create one or more alphanumeric codes, images, phrases, questions with a matching answer, or other types of security techniques, all of which are referred to together and separately as Customer's "Security Codes". The Bank requires Customer to use the Security Codes to gain access to the Services, and Customer will not be allowed to access the Services without Customer's Security Codes. From time to time, the Bank may require Customer to select or create different Security Codes and may change the types of security techniques used to access the Services. For certain Services, the Bank may require Customer to select or create additional Security Codes and/or use other Security Procedures that the Bank makes available to Customer. Customer agrees that use of its Security Codes and any other required Security Procedures will authenticate

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Customer's identity and verify the instructions Customer provides to the Bank. Customer also agrees that the Bank may send notices and other communications about its Security Procedures and Customer's Security Codes, including designations and confirmations of specific Security Codes, to Customer's current address and/or electronic mail address shown on the Bank's records.

Customer is responsible for protecting the confidentiality and security of its Security Codes. Security Codes should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, names of children, and Customer should memorize its Security Codes rather than writing them down and, where Customer has the ability to change or modify a Security Code from time to time (e.g., a password or PIN), Customer agrees to change its Security Codes frequently in order to ensure the security of the Security Code. In selecting Security Codes, Customer should select items that are different from any other security code that Customer may have for other Bank products or for other secure accounts Customer has with others. Customer agrees to reveal the Security Codes only to individuals who are authorized signatories on each and every Account. Customer agrees that Customer will not under any circumstances disclose its Security Codes to anyone, including anyone claiming to represent Bank. Customer acknowledges that no one from Bank will ever ask Customer for its Security Codes, and that Bank employees do not need Security Codes for any reason. Customer also agrees to review promptly each periodic statement that it receives from the Bank on an Account in order to detect any unauthorized transactions. Customer understands that anyone who obtains its Security Codes can access Customer's Accounts and may initiate transactions on those accounts. If Customer permits any other person to use the Services, Customer's Security Codes or other means to access its Accounts, Customer is responsible for all transactions the other person authorizes on any of these accounts and for all online agreements the other person signs or accepts while using the Services. Customer agrees to implement the necessary controls, balancing and reconciliation functions, and audit procedures to protect its Accounts from theft or misuse. If Customer believes the secrecy of its Security Codes has been compromised, Customer agrees to immediately notify Bank of that fact and immediately change its Security Codes. Customer agrees to notify Bank promptly by telephone at (334) 887-4621 or 1-888-988-2162 if it has reason to believe that its Security Codes have been lost, stolen, or improperly accessed or used. Bank agrees to act to cease processing further transactions using the Security Codes, but Customer will be responsible for all transactions processed until Bank has had a reasonable opportunity to act upon such notice (including, without limitation, transactions that have been initiated and not processed which Bank cannot stop).

(d) Authorization for Bank. Customer authorizes and directs Bank to act upon and follow any instructions received through AuburnBank Online and transactions initiated using the applicable Security Procedures or Security Codes, unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or Security Codes have been stolen, compromised, or otherwise become known to persons other than Authorized Users and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures or Security Codes constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any authorization or other documents relating to Customer's Accounts, and Customer agrees and intends that the submission of orders and instructions using Security Procedures or Security Codes shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer agrees that Customer shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures or Security Codes and is liable for all transactions made or authorized with the use of the Security Procedures or Security Codes, whether by Authorized Users (as hereinafter defined) or an unauthorized person using such Security Procedures or Security Codes. Bank has no responsibility for establishing the identity of any person who uses the Security Procedures or the Security Codes. Customer further agrees that if Customer gives the Security Codes to anyone or fails to safeguard their secrecy, Customer does so at its own risk because anyone with the Security Codes will have access to the Accounts. By directing Bank, through the use of AuburnBank Online and the Security Procedures or the Security Codes, to transfer funds or make a payment of any kind, Customer authorizes Bank to withdraw from the Account the amount of funds required to complete the transaction. Any requests or instructions Bank receives through the AuburnBank Online using the Security Procedures or the Security Codes, shall constitute writings with Customer's signature as provided under applicable law, and shall have the same force and effect as a writing signed by Customer. This includes requests with respect to funds in any Account, stop payment orders, bill payment instructions, person-to-person payment instructions, changes to Accounts or Services or any other communication provided through AuburnBank Online using the Security Procedures or the Security Codes.

(e) Customer Administrator; Authorized Users. Customer shall designate a Customer Administrator below its signature line to this Agreement. Customer may administer use of the Services through the Customer Administrator. If Customer is a sole proprietor, Customer will serve as the Customer Administrator. If Customer is a business entity, the Customer Administrator must be an individual that is appointed by the authorized signatory of the Agreement (the “Authorized Signer”). The Authorized Signer must be authorized by resolution to execute the Agreement on behalf of the Customer. Customer may change the Customer Administrator from time to time by sending written notice to Bank on Customer’s letterhead signed by the Authorized Signer. Such notice shall become effective after Bank has received the notice and had a reasonable opportunity to act on it. Customer hereby authorizes and directs the Customer Administrator to delegate access to the Services to agents and representatives of Customer (each, an “Authorized User”) and assign permissions to Authorized Users to administer access to and use the Services. By following the instructions on the online administration page, the Customer Administrator may add, delete or change Authorized Users and may add, delete or change permissions for Authorized Users. If Bank agrees to perform any of the Customer Administrator’s functions on Customer’s behalf, then Customer agrees to pay Bank additional fees for such services. Each Authorized User will have a unique Security Code enabling the Authorized User to access the Accounts through AuburnBank Online, as determined by the permissions granted by Customer Administrator. Customer agrees that each Authorized User designation and/or permission assignment constitutes the binding appointment of the individual Authorized User as Customer’s agent for the specified functions and authorization for Bank to rely on instructions made using any Authorized User Security Codes as if such instructions were received directly from Customer. Notwithstanding any term of any Account Agreement (including any signature card), Authorized Users may be granted access to the Accounts based on the authority granted to such Authorized Users hereunder. To prevent unauthorized access to the Accounts and unauthorized use of the Services, Customer agrees to maintain the confidentiality and security of the Security Codes, and to instruct all Customer Administrators and Authorized Users also to maintain the confidentiality and security of the Security Codes. Customer agrees to notify Bank immediately if Customer believes its Security Codes may have become subject to unauthorized use. **BANK WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY UNAUTHORIZED USE OF ANY SECURITY CODE, INCLUDING ANY AUTHORIZED USER SECURITY CODE, UNTIL BANK HAS RECEIVED PROPER NOTICE OF ANY POSSIBLE UNAUTHORIZED USE AND HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.** Customer agrees that it will obtain the agreement of each Authorized User to the terms of this Agreement before Customer grants access to the Authorized User. Unless the context clearly requires otherwise, each reference to Customer in this Agreement shall include each “Authorized User”. Notices sent to Customer will be deemed sent to each Authorized User. Customer is solely responsible for notifying the Authorized Users of the terms of this Agreement and each such notice, and for ensuring the Authorized Users’ compliance with such terms.

3. Rejection of Payment Orders; Overdrafts.

(a) Rejection of Payment Orders. Customer acknowledges that Bank or a designated third-party service provider (the “Service Provider”) may from time to time, in its sole discretion, reject any payment order or return any transfer (i) if there are insufficient or unavailable funds in the Account or the Account has been closed or is frozen, (ii) if the payment order does not conform to the terms of this Agreement or those provided via AuburnBank Online, or (iii) if the payment order appears to be a duplicate; provided, however, neither Bank nor the Service Provider is under any obligation to recognize that a payment order is a duplicate, and Customer should not rely on Bank or the Service Provider to do so. If a payment order is rejected or a bank transfer is returned, either Bank or the Service Provider will notify Customer, and Customer will have the sole obligation to re-initiate the payment order in accordance with the terms of this Agreement and AuburnBank Online. Either Bank or the Service Provider may from time to time, in its sole discretion, execute any payment order or make any bank transfer even if such action would result in an overdraft to the Account, and Bank shall not be liable to Customer as a result thereof; provided, however, Bank has no obligation to debit an Account into overdraft. Upon the occurrence of any overdraft incurred in the Accounts, Bank shall have the right, in Bank’s sole discretion to: (i) refuse payment of any outstanding and unpaid item drawn on any Account, and (ii) withhold from processing any transaction generated on the Account until sufficient available funds to cover such transaction have been credited to the Accounts. Customer agrees that neither Bank nor the Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer.

(b) Overdrafts (Order of Payments, Transfers, and other Withdrawals). If the Account has insufficient funds to perform all electronic fund transfers Customer has requested for a given Banking Day, then:

(i) Electronic funds transfers involving currency disbursements, like ATM withdrawals, may have priority;

(ii) Electronic fund transfers initiated through AuburnBank Online, including bill and person-to-person payments, which would result in an overdraft of Customer account may, at Bank's discretion, be cancelled; and

(iii) In the event the electronic fund transfers initiated through AuburnBank Online, including bill and person-to-person payments, which would result in an overdraft of the Accounts that are not cancelled, overdraft charges may be assessed pursuant to the terms of the Account Agreement.

If an overdraft occurs in an Account, Customer agrees to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Account before the end of that Banking Day. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand.

4. Disclosures, Notices and Periodic Statements. Customer agrees that to the extent permitted by law, receipts, notices and disclosures associated with AuburnBank Online Services may be provided electronically to Customer by electronic mail, facsimile or over the Internet, either as part of an AuburnBank Online banking session or otherwise. To the extent otherwise provided electronically, Customer will not receive a separate paper copy of an AuburnBank Online periodic statement. In addition to reflecting Customer's other Account activity, Customer's periodic statements will include a description of any transfers to and from the Accounts using AuburnBank Online. Customer agrees to promptly notify Bank of any changes to its electronic mail address.

5. Account Reconciliation. The periodic statements or other notices provided to Customer by Bank in connection with an Account will notify Customer of (a) the execution of bank transfers and the debits or credits made to the Account, and (b) amounts debited by Bank from any other account for payment of the Services or other charges provided pursuant to this Agreement. Customer agrees that Bank will not be required to provide any other notice to Customer of the execution of transfer of funds from any Account, or debits or credits made to any Account. Customer must examine the periodic statement for each Account with "reasonable promptness." If Customer discovers (or reasonably should have discovered) any unauthorized payments, alterations or transactions, Customer must promptly notify Bank of the relevant facts. If Customer fails to notify the Bank in a timely manner, Customer may be responsible for any loss incurred as a result of the unauthorized payments, alterations or transactions, and will have to either share the loss with Bank or bear the loss entirely (depending on whether Bank exercised ordinary care and, if not, whether Bank substantially contributed to the loss). The loss could be not only with respect to items, transfers or payments on the statement but other items forged or altered or unauthorized transfers or payments made by the same wrongdoer. Customer agrees to notify Bank of any discrepancy between the Customer's records and the information in the periodic statement within a reasonable period of time not to exceed ten (10) days from when the statement is first made available to Customer. In the event that Customer fails to notify the Bank within such ten (10) day period, Customer will be liable for the full amount of the item, transfer or payment and Bank will not be responsible for the payment of any interest to Customer. Customer further agrees that if Customer fails to report any unauthorized signatures, alterations, forgeries, transfers or payments or any other errors in the Account within sixty (60) days of when Bank makes the statement available, Customer cannot assert a claim against Bank on any items, transfers, payments or other errors in that statement, and the loss will be entirely the Customer's. This sixty (60) day limitation is without regard to whether Bank exercised ordinary care. In that event, Customer will be liable for the full amount of the item, transfer or payment and Bank will not be responsible for the payment of any interest to Customer. This limitation is in addition to that contained hereinabove.

In connection with any discrepancies noted by Customer, Customer must furnish the following information to Bank: (a) Customer name and Account number (if any); (b) a description of the suspected error or transfer, and a complete explanation of why Customer believes it is an error; and (c) the dollar amount of the suspected error. If the suspected error relates to a bill or person-to-person payment made via the Payment Service, Customer must also provide the Account number used to make the payment, the payee name, the date the payment was sent, the payment amount, the ID number, and the payee account number for the payment in question (this information appears on the Payment View

Posting Screen). If Customer contacts Bank by telephone or by electronic mail (other than through a secure AuburnBank Online banking session), Bank may require that Customer provide the Bank with the requested information in writing. Bank will investigate Customer's claim and respond to Customer's request in a commercially reasonable period of time.

6. No Default. As of the date of this Agreement and each date that Customer requests or receives Services hereunder, Customer expressly represents and warrants to Bank that (a) Customer's agreement to the terms of this Agreement (whether agreed to by Customer now or in the future) or (b) its obtaining of the Services will not constitute an event of default under any agreement, including without limitation, any loan agreement, that Customer has with Bank or any other party.

7. Financial and Other Information.

(a) Customer Information. Upon Bank's request from time to time, Customer will promptly furnish all financial and other information to Bank as Bank deems necessary or appropriate, in its sole discretion, for the provision of the Services, the performance of Bank's responsibilities or the exercise of Bank's rights under this Agreement.

(b) Confidentiality and Security. Bank will take reasonable precautions to maintain the confidentiality and security of Customer's private account information; provided, however, that Bank may disclose such information in connection with the performance of the Services, the resolution of any dispute with Customer regarding this Agreement, to prevent or remedy fraud, as permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which Bank may be subject, or if Customer gives Bank written permission. Customer acknowledges that if any third party performs some or all of the Services, Bank will not be liable for any disclosure by any such third party servicer, agent, independent contractor or other entities. Customer shall keep the Security Procedures and all other Bank procedures confidential and will not use or disclose any such procedures except as necessary to effect the transfers and other transactions contemplated hereunder or as required by applicable law. Customer shall promptly notify Bank in the event that any such procedures have been or may have been compromised.

(c) Proprietary Information of Bank. Customer acknowledges that all of Bank's computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trade secrets, proprietary data, trademarks, tradenames, service marks, and logos relating to the Services ("Bank Information") are confidential and owned exclusively by Bank, Bank's servicers, agents or independent contractors, and Customer does not and will not claim any interest in them, and will return them to Bank promptly upon termination of this Agreement, the applicable Service, or upon Bank's request. Customer agrees to treat the Bank Information as confidential, not to copy the Bank Information except to the extent necessary to use the Services, and not to disclose or otherwise make them available in any form to any person or entity except, on a need-to-know basis, Customer's employees. Customer will instruct its employees to whom it permits access to the Bank Information as permitted by this Agreement to keep such information confidential. Upon the earlier of termination of this Agreement, any Services hereunder, or Bank's request therefor, Customer will return to Bank all copies of the Bank Information which are in its possession.

8. Indemnity; Limits of Liability; Disclaimer of Warranties.

(a) Indemnity. Except as may be directly attributable to Bank's lack of good faith or failure to exercise ordinary care and as limited by Article 4 of the Uniform Commercial Code as enacted in the state of Alabama (as applicable), Customer will defend, indemnify and hold harmless Bank and Bank's affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the "Bank Parties") from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands to which Bank or the Bank Parties may be subject or may incur arising out of or in connection with its or their performance of this Agreement or the Services, or any obligation, responsibility, warranty or representation of Customer relating to the Services, or Customer's breach of any term of this Agreement, regardless of the nature of any loss. In addition to and not in limitation of the foregoing, Customer further agrees to indemnify, defend, hold harmless and release Bank and the Bank Parties from and against any and all liability, and agrees not to make any claim against Bank and the Bank Parties or bring any action against any of them, relating to its honoring or allowing of any actions or transactions that were conducted by the Customer Administrator or Bank in its performance of any Customer Administrator function or under the Security Procedures

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or the Security Codes or acting upon transactions, messages or authorizations provided using the Security Procedures or the Security Codes. Customer agrees that neither Bank nor the Bank Parties shall be responsible for any damages, error, loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide Customer with access to AuburnBank Online, whether caused by the equipment, software, Bank, Internet service providers, Internet browsers, or parties providing communication services to or from AuburnBank Online to Customer.

(b) Limits of Liability. In the performance of the Services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the Services expressly provided for in this Agreement, and shall be liable only for its willful misconduct in performing those Services. With respect to the performance of services under this Agreement that are not covered by Article 4A of the Uniform Commercial Code as enacted in Alabama, the parties will be governed by a standard of ordinary care. Customer agrees that Bank shall be conclusively deemed to have exercised ordinary care if its action or failure to act has been in conformity with the procedures required by this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by applicable law, Customer agrees that neither Bank nor the Bank Parties shall be liable, and Customer releases and waives any and all claims against all of them, for any and all losses, damages or costs incurred by Customer or by any other person, arising from or relating to any acts or omissions of the Bank or the Bank Parties, whether under this Agreement or otherwise, in connection with the Services or any Account (including, but not limited to, improper calculation or processing; transfer of funds or failure to transfer; dishonor or failure to dishonor; payment, stop payment, or failure to pay or stop payment; processing of electronic transfer entries; or loss or delay of electronic transfer entries, items, instruments, input data and materials during transfer to or from the Bank) unless you prove that such losses, damages or costs resulted solely from the Bank's bad faith or gross negligence or from breach of this Agreement; provided, however, to the fullest extent permitted by applicable law, neither the Bank nor the Bank Parties shall be liable to Customer or any other person for any of the following:

- For any indirect, incidental, special, punitive, exemplary or consequential damages, including attorneys' fees or loss of profits, revenue, data or use by Customer or any third party, even if informed of the possibility of such loss in advance;
- For any error in transferring funds from or into an Account if Customer fails to notify Bank of the erroneous transfer within thirty (30) days after Bank delivers or otherwise make available an account statement showing the erroneous transfer;
- For any failure to make a transfer or payment when Customer's Account is frozen or funds are otherwise unavailable under the terms of Customer's Account Agreement with the Bank;
- For any losses, damages or costs arising from or relating to Customer's failure to maintain the confidentiality and security of its Security Codes, any or all components of its Security Codes or any other information that enables any other person to gain access to Customer's Accounts or Customer's subscription to AuburnBank Online;
- For any losses, damages or costs arising from or relating to Customer's failure to receive notices and other communications (including Security Codes) that the Bank has sent to Customer's current address and/or electronic mail address shown on the Bank's records, regardless of whether the address on that communication included any designation for delivery to the attention of any particular individual;
- For any losses, damages or costs, relating to or in any way arising out of the use of AuburnBank Online or the installation, use, or maintenance of the equipment, software, Internet service providers, Internet browsers, or parties providing communication services to or from AuburnBank Online to Customer; and
- For any losses, damages or costs arising from or relating to any of the following circumstances:

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- if, through no fault of the Bank, Customer does not have enough money in its Account to complete a transaction from that Account;
- if the amount of the transfer would exceed the amount of available credit under any overdraft protection line of credit for the related Account;
- if Customer has not complied with the Bank's instructions in this Agreement on how to make the transfer or bill or person-to-person payment;
- if Bank has not received complete, correct, and current instructions so that the Bank can make the requested transfer or bill or person-to-person payment;
- if Customer does not authorize a transfer or bill or person-to-person payment soon enough for Customer's payment to be received by the payee by the time it is due or Customer schedules a payment to be made after its due date;
- if withdrawals from the applicable Account have been prohibited by a court order or other legal process;
- if a force majeure event prevents making a transfer or bill or person-to-person payment, despite reasonable precautions that the Bank has taken;
- if Bank stops the transfer or bill or person-to-person payment because it has reason to believe that a transaction has not been properly authenticated or is fraudulent or if such transfer would result in the violation of any applicable state or federal law, rule, regulation or guideline; and
- if the Bank's failure was not intentional and resulted from a bona fide error, notwithstanding its procedures to avoid such error, except for actual damages, which, to the extent permitted by applicable law, do not include indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages.

Further, in no event shall the liability of Bank and the Bank Parties exceed the amounts paid by Customer for the applicable Service during the preceding six (6) calendar months. To the fullest extent permitted by applicable law, Customer agrees that Bank and the Bank Parties shall have no liability whatsoever for any loss caused by the act, error, or omission of Customer or any other person, including, without limitation, the Service Provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent.

(c) Force Majeure. In no event shall Bank be liable at any time to Customer or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of Bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond Bank's control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, fire, storm, or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Internet service, service provider or another bank or financial institution.

(d) DISCLAIMER OF WARRANTIES. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR COMPUTER VIRUS OR OTHER DISABLING ROUTINE IS MADE BY BANK WITH RESPECT TO ANY SERVICE, AND BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. IN ADDITION TO AND NOT IN LIMITATION OF THE FOREGOING, BANK DOES

NOT WARRANT THAT AUBURNBANK ONLINE, THE SERVICES OR THE BANK SITE WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF AUBURNBANK ONLINE, THE SERVICES OR THE BANK SITE WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

(e) **Customer's Liability for Unauthorized or Erroneous Transfers.** To the fullest extent permitted by applicable law, Customer agrees to be responsible for all unauthorized or erroneous payment orders initiated through AuburnBank Online. Customer's liability for unauthorized or erroneous items is also governed by the Account Agreement.

9. Payment for the Services.

(a) **Fees and Charges.** Customer agrees to pay Bank the charges for the Services set forth in the Schedule of Cash Management Services and Prices (the "Cash Management Fee Schedule"), the Schedule of Services and Service Charges - Business Accounts (the "Account Fee Schedule"), and any separate fee schedule for a specific Service (each, a "Service Fee Schedule") (collectively, the "Fee Schedules"), all as may be changed from time to time. Customer acknowledges Bank's absolute right to adjust the charges for the Services (including, without limitation, to reflect the increased cost or risk, as determined by Bank, of providing the Services to Customer). Customer shall be solely responsible for payment of any tariffs, duties, or sales, use, excise, value added, utility or other similar taxes relating to the Services, none of which are included in the Fee Schedules.

(b) **Payment.** Customer authorizes Bank to charge Customer's checking account designated below Customer's signature to this Agreement (the "Billing Account") to obtain payment for the Services through account analysis, compensating balances, or by direct debit of the Billing Account, or by a combination of the preceding, but debiting the Billing Account is not Bank's exclusive remedy for Customer's non-payment of Services. Bank will notify Customer of any debit made under this paragraph either by separate written notice or as part of Bank's statement of the Billing Account for the period in which the payment amount was debited. Customer may change the Billing Account to another checking account of Customer maintained at Bank by notifying Bank in accordance with Section 12 of this Agreement.

(c) **Interest.** Whenever compensation in the form of interest is payable by Bank to Customer pursuant to this Agreement, such compensation will be payable at the average of the Federal Funds rate published by the Federal Reserve Bank of Atlanta for each of the days for which interest is payable computed on the basis of a year of 365 days, or at such other rate as Bank and Customer may, from time to time, agree. In the event Customer fails to pay any overdraft as required by this Agreement, Customer shall pay Bank interest at the same rate as that provided in the preceding sentence.

10. Security Interest; Set-Off.

(a) **Security Interest.** Customer agrees that Customer's obligations under this Agreement, including, without limitation, any indebtedness or liability arising out of or in connection with the Services, will be secured by any collateral now or in the future held by Bank and any affiliate of Bank or on which Bank and any affiliate of Bank now or in the future has a lien or security interest for any other indebtedness Customer owes to Bank and any affiliate of Bank, whether such other indebtedness has already been incurred or is incurred in the future, and the instruments and agreements under which such collateral is provided are hereby amended to secure Customer's obligations under this Agreement. Customer hereby assigns all of its Accounts with Bank and any affiliate of Bank to Bank to secure its obligations to Bank under this Agreement.

(b) **Set-off.** Customer expressly authorizes Bank to debit any account maintained by Customer with Bank (including, without limitation, the Billing Account) or any affiliate of Bank and/or set off any of Customer's obligations to Bank under this Agreement against any amount Bank or any affiliate of Bank owes to Customer in order to obtain payment of Customer's obligations under this Agreement.

11. Minimization of Risk. If and to the extent Bank permits Customer to have the use of funds for which Customer has not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to Customer, which Bank may terminate at any time. Bank has the absolute right to delay

the availability of funds for the Billing Account or any other Accounts involved in the provision of the Services, without regard to any availability schedule designated by Bank or any practice or pattern of practices by Customer. If Bank deems, in its sole and absolute discretion, that its risk exposure as provider of the Services under this Agreement has become too great, Bank may act to minimize this exposure by (a) requiring Customer (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer; or (b) placing holds on any of Customer's Accounts (including, without limitation, the Billing Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable federal banking laws and regulations.

12. Notices.

(a) **Delivery.** Notices to be sent under this Agreement (unless otherwise specifically provided in any Addendum, Schedule or Exhibit) shall be sent by (i) United States first class mail, return receipt requested, (ii) overnight mail with proof of receipt, or (iii) by hand delivery to the street address set forth below such signature (or such other address designated by the party in writing from time to time) and shall be deemed effective upon receipt. Notices may also be delivered from Bank to Customer electronically by facsimile or e-mail or, if a Service is provided by access to an Internet website, then by posting of a notice or communication on the website.

(b) **Reliance.** Except as otherwise expressly provided in this Agreement, Bank will not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. Bank will be entitled to rely on any written notice or communication believed by Bank in good faith to be genuine, and any such notice or communication shall be deemed to have been given by Customer.

13. **Events of Default.** Each of the following shall constitute an event of default by Customer (an "Event of Default") under this Agreement: (a) any breach of Customer's obligations, warranties or covenants under this Agreement; (b) any failure to pay any charges due in connection with any of the Services; (c) any misrepresentation by Customer of any material fact in any statement, report, or representation made by Customer to Bank in connection with any of the Services (either when made or thereafter); (d) any default by Customer under any other agreement between Bank and Customer (including, without limitation, any loan or security agreement); (e) Customer's business failure, insolvency or bankruptcy; or (f) receipt by Bank of any legal process with respect to any of Customer's Accounts.

14. **Recording and Use of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

15. **Tapes and Records.** All magnetic tapes, Entries, Security Procedures, and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

16. **Banking Days.** For purposes of this Agreement, a "Banking Day" is a day on which Bank is open to the public for carrying on substantially all of its business, other than a Saturday, Sunday or banking holiday.

17. General Terms.

(a) **Amendments.** Bank may at any time from time to time amend any of the terms contained in this Agreement by written or electronic notice thereof to Customer, including (without limitation) by e-mail or postal mail to Customer, by posting notice in Bank's manned offices where deposits are received, by including notice with or on Customer's account statement, or by posting notice on Bank's official web site at <https://www.auburnbank.com> or any subsequent official Bank web site. Customer agrees that a summary of any change in terms is sufficient notice. Such amendments shall automatically become effective when notice is given as provided in this Agreement, or such later date as may be stated in Bank's notice. Customer agrees that Bank may from time to time in its discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services

Sample

and/or make any changes that are in Customer's favor without notice to Customer. If Customer does not agree to any change or amendment, Customer must discontinue its use of the Services. By using any Service after any such change or amendment, Customer agrees to that change or amendment. Notwithstanding the foregoing, Bank may amend any terms if Bank, in its sole discretion, determines that the change is necessary (A) to avoid potential loss to Bank or the Customer, (B) due to circumstances that substantially affect Bank operations, or (C) if performance of the Services may result in a violation of any present or future statute, regulation, or government policy to which Bank may be subject, and in any of the foregoing cases, this Agreement will be deemed amended immediately upon delivery of notice to Customer, and Bank will not incur any liability to Customer as a result of the violation or amendment. Except as expressly provided in this paragraph, this Agreement may not be modified or amended except by a written agreement duly executed by Bank and Customer.

(b) No Waiver. No waiver or partial or single exercise by either party of any right or remedy under this Agreement will be of any force and effect unless made expressly in writing. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by the Bank on any one occasion shall not be construed as a bar or waiver of its rights or remedies on future occasions.

(c) No Assignment. Customer may not assign this Agreement or any of its rights or duties hereunder to any person or entity without Bank's prior written consent, which consent may be withheld in Bank's sole and absolute discretion, and any attempted assignment shall be void. Bank may assign this Agreement to any affiliated entity or a successor. Bank may also assign or delegate any or all of its rights or duties hereunder to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either Bank or its service provider. Any reference in this Agreement to Bank also shall be considered a reference to any service provider performing Services under this Agreement on behalf of the Bank. This Agreement shall be binding upon and inure to the benefit of each party hereto and its respective permitted successors and assigns.

(d) Termination and Survival.

(i) Either party may terminate this Agreement in its entirety or any Addendum with respect to any one or more Services at any time by written notice to the other party, signed by an authorized representative of such party and sent at least thirty (30) calendar days prior to the termination date specified in such notice. Termination of an Addendum shall not constitute termination of the Agreement or of any other Addendum. This Agreement or the applicable Addendum will continue in effect until terminated by either party by prior written notice to the other party; provided, however, that Bank has the absolute right to terminate this Agreement or any Addendum at any time without notice (i) upon the occurrence of an Event of Default, (ii) if Bank, in its sole discretion, decides to discontinue offering any one or more of the Services under this Agreement, or (iii) Bank is required to terminate pursuant to any law, regulation or supervisory regulatory agency. Termination of this Agreement or any Addendum shall not affect any obligations arising prior to such termination. All sums Customer owes to Bank for any Services shall be due and payable in full immediately upon the termination of the Service. No such termination shall affect any claim or cause of action of either party which existed prior to or at the time of termination. By way of example and without restricting the foregoing, Sections 2(d), 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15 and 17 shall survive termination of this Agreement.

(ii) Customer may cancel Customer AuburnBank Online Service at any time by writing P.O. Box 3110, Auburn, AL 36831-3110. Customer's access to the Service will be suspended within three (3) Banking Days of Bank's receipt of Customer instructions to cancel the Service. Bank can terminate, suspend, or limit Customer access to AuburnBank Online Service at any time and for any reason in Bank's sole discretion. Customer specifically agrees, however, that Bank may terminate Customer's access to AuburnBank Online Service without prior notice, if Customer has insufficient funds in any one of Accounts or if Customer does not designate a new Payment Account, as such term is defined in Addendum 4, immediately after Customer close the existing Payment Account. Bank may reinstate Customer's access to the AuburnBank Online Payment Service, in its sole discretion. Termination will not affect Customer's liability or obligations under this Agreement for transactions that have been processed on Customer's behalf. All future bill payments must be separately cancelled at the same time that Customer cancels the AuburnBank Online Payment Service, either by deleting those payments using AuburnBank Online or by calling AuburnBank Online Payment Customer Service at 334-887-4621 or 888-988-2162 (outside of Auburn and Opelika). This will ensure that future payments and transfers made by Customer will not be duplicated. Bank will automatically

delete all outstanding payment orders (all individual payments and all recurring payments) once service has been terminated. Customer will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the specific Service only and does not terminate Customer's other relationships with Bank.

(e) **Counterparts.** This Agreement may be executed by Customer and Bank in separate counterparts, each of which shall be an original and both of which taken together shall constitute one and the same agreement.

(f) **Entire Agreement.** This Agreement, the Addenda, the Fee Schedules, and all applicable account disclosure notices, and the agreements governing the Accounts (each, an "Account Agreement") are the complete and exclusive statement of the understanding and agreement between Bank and Customer with respect to the subject matter hereof, and supersede any prior agreements between Bank and Customer with respect to such subject matter. To the extent there is a conflict between the terms of this Agreement and any Account Agreement, the terms of this Agreement will control with respect to the Services.

(g) **Headings.** Headings to sections of this Agreement are included for reference purposes only and shall not be deemed to create rights, remedies, claims, or defenses arising under the Agreement.

(h) **Severability.** In the event that any court or tribunal of competent jurisdiction determines that any provision of the Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby.

(i) **No Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the undersigned parties hereto and their respective permitted successors and assigns. This Agreement is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

(j) **Authority.** Concurrent with Customer's delivery of this Agreement to Bank, Customer shall provide Bank evidence satisfactory to Bank of Customer's authority to execute and perform its obligations hereunder and such other documents as Bank may reasonably require. Bank is entitled to rely upon such evidence and upon amendments thereto executed by an authorized representative of Customer.

(k) **No Extension of Credit.** Nothing in this Agreement nor any course of dealing between Customer and Bank constitutes a commitment or obligation of Bank to lend money to Customer or obligates Bank to extend any credit to Customer, to make a loan to Customer, or otherwise to advance funds to Customer to pay for any payment order contrary to Bank's published availability schedules.

(l) **Attorneys' Fees.** Customer promises to pay to Bank any reasonable attorneys' fees and legal expenses Bank incurs in collecting any sum or enforcing any obligation of Customer under this Agreement that Customer fails to pay or perform when due.

(m) **Governing Law.** This Agreement will be governed by the laws of the United States and the State of Alabama, without regard to such state's principles regarding conflicts of law. Customer and Bank agree that if a payment order is a portion of a funds transfer in which other portions are subject to the Electronic Fund Transfer Act of 1978 (as in effect from time to time), all actions and disputes between Customer and Bank concerning the payment order shall be determined pursuant to Article 4A of the Uniform Commercial Code, as varied by this Agreement.

(n) **ARBITRATION.** THE PARTIES AGREE THAT ALL DISPUTES, CLAIMS OR CONTROVERSIES IN CONNECTION WITH ANY ASPECT OF THIS AGREEMENT SHALL BE SUBMITTED BY EITHER PARTY TO FINAL, BINDING ARBITRATION BY ONE (1) ARBITRATOR REASONABLY ACCEPTABLE TO BOTH PARTIES WITH EXPERTISE RELEVANT TO THE DISPUTE. BANK AND CUSTOMER AGREE, UPON WRITTEN DEMAND BY THE OTHER PARTY, TO SUBMIT TO BINDING ARBITRATION ALL DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER BASED ON CONTRACT, FRAUD, TORT, INTENTIONAL TORT, STATUTE, REGULATION, COMMON LAW, EQUITY, OR ANY OTHER LEGAL BASIS OR THEORY, AND WHETHER PRE-EXISTING, PRESENT OR FUTURE, THAT ARISE OUT OF RELATE TO THIS AGREEMENT. ANY SUCH ARBITRATION SHALL BE HELD IN THE

STATE OF ALABAMA IN A COUNTY SELECTED BY BANK, SHALL BE CONDUCTED UNDER THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, AN ARBITRATOR SHALL BE SELECTED IN ACCORDANCE WITH SUCH RULES. EACH PARTY SHALL SHARE EQUALLY IN THE COST OF ARBITRATION AND SHALL BEAR ITS OWN EXPENSES INCLUDING PROFESSIONAL AND ATTORNEYS' FEES. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND THE FEDERAL ARBITRATION ACT SHALL APPLY TO THE CONSTRUCTION, INTERPRETATION, AND ENFORCEABILITY OF THIS AGREEMENT NOTWITHSTANDING ANY OTHER CHOICE OF LAW PROVISION CONTAINED IN THIS AGREEMENT.

(o) WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES HEREUNDER.

(p) Customer Status. Customer expressly warrants that Company is not a "Consumer" as defined in section 1005.2(e) of Regulation E of the Board of Governors of the United States Federal Reserve Board pursuant to the Consumer Credit Protection Act, as amended, 15 U.S.C. 1601 et seq., and that Customer will use each Service solely for business, and not personal, family or household purposes.

(q) Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Services, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elected to pursue against a third party.

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

[Signature page follows.]

Sample

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

CUSTOMER: _____

Signature: _____

Name: _____

Title: _____

Signer's/Business Email Address: _____

Street Address: _____

Tax ID Number: _____

Telephone / FAX: _____

Date: _____

Billing Account Number: _____

Customer Administrator: _____

Administrator's E-Mail Address: _____

AUBURNBANK

Signature: _____

Name: _____

Title: _____

Date: _____

Sample

Schedule A

AuburnBank Remote Access Services

IMPORTANT - READ CAREFULLY: CUSTOMER'S USE OF THE AUBURNBANK REMOTE ACCESS SERVICES ("REMOTE ACCESS SERVICES") IS CONDITIONED UPON CUSTOMER'S COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS OF USE.

TERMS OF USE: BY EXECUTING THE AGREEMENT OR BY USING THE REMOTE ACCESS SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE TERMS AND CONDITIONS BELOW AND HEREBY AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF WARRANTIES AND RELEASE OF LIABILITY SET FORTH BELOW. CUSTOMER MAY NOT ACCESS THE REMOTE ACCESS SERVICES UNTIL CUSTOMER HAS READ AND ACCEPTED THE TERMS OF THIS SCHEDULE. IF CUSTOMER'S COMPUTER BELONGS TO A BUSINESS OR ANOTHER PERSON, THAT BUSINESS (OR INDIVIDUAL) AS WELL AS THE SIGNOR OF THE AGREEMENT WARRANTS THAT THE SIGNOR HAS THE AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS SCHEDULE.

This Schedule sets forth additional terms and conditions with respect to Remote Access Services associated with the Services under the Agreement. The definitions, terms and conditions of the Agreement are hereby incorporated in this Schedule by reference. The provisions of this Schedule are controlled by the rights, obligations and liabilities established by the Agreement.

1. REMOTE ACCESS SERVICES. Bank and/or its Affiliates (defined below) will provide the Remote Access Services in accordance with the terms of this Schedule to assist Customer in the repair/servicing of the Services. The Remote Access Services may be accessed either by clicking a link that Bank provides, where Customer will be sent to a website hosted by one of Bank's suppliers ("Suppliers"), which will allow Bank remote access to Customer's computer; or by typing in the address of a specific Supplier URL that Bank provides, along with a unique PIN. Notwithstanding the foregoing, Bank may, at its sole discretion, modify the features of the Remote Access Services from time to time without prior notice. Customer understands and agrees that prior to permitting Bank to access Customer's computer, it is Customer's responsibility to back up the data, software, information or other files stored on Customer's computer disk and or drives to prevent loss or corruption of information or data.

As part of the registration process allowing Customer access to the Remote Access Services, Customer may be required to use Customer's email address or other personally identifiable information as Customer's user name (collectively, "Password Information"). Customer agrees to carefully safeguard all of Customer's Password Information, and Customer is responsible for any and all activity that occurs under Customer's registration. Customer agrees to immediately notify Bank of any unauthorized use of Customer's Password Information or any other breach of security known to Customer, including if Customer believes that its Password Information has been stolen or otherwise compromised.

2. Customer acknowledges that some parts of the Remote Access Services are being provided through Internet access. Bank implements and maintains reasonable technical safeguards to protect the security of Customer's data in connection with the Remote Access Services being provided, but it does not warrant that such Remote Access Services are provided risk-free. Bank does not warrant the security of Customer's data against unlawful interception or access and will not be responsible for any theft, illegal activity or other unauthorized acts resulting in damage to Customer and Customer's computer, data or other property as a result of Customer's use of the Remote Access Services.

3. DISCLAIMER OF WARRANTIES; RELEASE OF LIABILITY. Customer acknowledges that Bank's ability to access Customer's computer remotely is made possible via the Internet and through the use of a Supplier. CUSTOMER EXPRESSLY AGREES AND UNDERSTANDS THAT THE REMOTE ACCESS SERVICE IS PROVIDED ON AN "AS IS" BASIS AND THAT USE OF THE REMOTE ACCESS SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER BANK, OR BANK'S PARENT, SUBSIDIARIES OR AFFILIATES (COLLECTIVELY, "AFFILIATES"), NOR THEIR RESPECTIVE SUPPLIERS PROVIDING REMOTE ACCESS

Sample

SERVICES OR RELATED TECHNOLOGY HEREUNDER MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT RELATING TO THE USE OR PERFORMANCE OF THE REMOTE ACCESS SERVICES OR RELATED TECHNOLOGY. NEITHER BANK, ITS AFFILIATES NOR THEIR RESPECTIVE SUPPLIERS SHALL BE LIABLE FOR ANY INJURY OR DAMAGE TO CUSTOMER OR ANY PERSONS USING THE REMOTE ACCESS SERVICES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE, LOSS OF PROFIT, LOSS OF DATA OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR PERFORMANCE OF THE REMOTE ACCESS SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER HEREBY RELEASES BANK, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO ALL CLAIMS CONCERNING THE USE OF THE REMOTE ACCESS SERVICES AND RELATED TECHNOLOGY.

4. **PRIVACY.** In connection with Customer's use of the Remote Access Services, Customer may disclose certain personally identifiable information to Bank or its Affiliates, such as Customer's Password Information. Bank does not share this information with non-Bank companies except to the extent necessary to provide Remote Access Services hereunder (such as Bank's Suppliers) and when Bank does share it, it is subject to their agreement to treat it as confidential business information and with the understanding that it may not be used for any purpose other than to perform the specified Remote Access Services. Bank will not sell or rent Customer's personally identifiable information to anyone unless Customer expressly consents to disclosures of Customer's personal identification and other personally identifiable information to third parties. Bank may send personally identifiable information about Customer to third parties only when Bank: (a) has Customer's consent to share such information; (b) determines that Customer's actions violate this Agreement; or (c) responds to subpoenas, court order or legal processes which require Bank to disclose registration data or any information about Customer to law enforcement or other government officials as Bank, in its sole discretion, believes necessary or appropriate.

5. **INDEMNIFICATION.** Customer is responsible for all activities occurring in connection with Customer's use of the Remote Access Services. Customer hereby agrees to defend, indemnify and hold the Bank Parties and Suppliers harmless from and against any and all liabilities, claims and costs (including attorney's fees) incurred by the Bank Parties and Suppliers occurring in connection with any demand, claims, action, suit or loss arising as a result of any breach by Customer of these terms of use or claims arising from Customer's use of the Remote Access Services.

6. **PROPRIETARY RIGHTS.** Bank and/or its Suppliers, as applicable, retain ownership of, and/or license, all proprietary rights in the Remote Access Services and in all trade names, trademarks, logos and service marks associated or displayed with the Remote Access Services. Customer will not remove, deface or obscure any of Bank's or its Suppliers' copyright or trademark notices and/or legends or other proprietary notices associated or displayed with the Remote Access Services. Customer may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Remote Access Services. Except as expressly provided herein, no license or right, express or implied, is hereby conveyed or granted to Customer by Bank or its Suppliers with respect to any intellectual property right of Bank, its Affiliates or Suppliers.

7. **CUSTOMER RESPONSIBILITY.** During each support session, Bank requires that Customer remain at Customer's computer at all times while Bank is accessing Customer's computer. If Customer leaves its computer at any time during the support session, Customer must notify Bank and terminate the support session. In addition, during each support session, Customer agrees to close any unnecessary windows to avoid the disclosure of any personally identifiable information. As a condition of entering into this Agreement, Customer acknowledges that Customer has installed all necessary virus protection software on Customer's computer to avoid any loss/corruption of data, computer files and hard drives as a result of spyware or any computer viruses that may result in the deletion/corruption of data. Customer's use of any software or program provided by a Supplier in connection with the Remote Access Services may be subject to additional terms and conditions, including an end user license agreement, the terms of which will be set forth on such Supplier's website. As a condition of using the Remote Access Services, Customer agrees to comply in all respects with such terms and conditions, including the end user license agreement, as well as any and all laws, rules and regulations applicable thereto.

Sample

Schedule B

AuburnBank Online Banking Security Procedures

As to any Security Procedures agreed to by and between Customer and Bank with respect to any Service, Customer represents that Customer has carefully considered the circumstances of Customer's use of the Service and the transactions and activity that Customer will affect through the Service. Customer acknowledges and agrees that the Security Procedures, including (without limitation) any Security Codes used in connection therewith, constitute commercially reasonable Security Procedures under applicable law for the transaction and activity Customer intends to effect through the Service.

Required Security Procedures

Bank requires Customer to employ the use of the following Security Procedures:

- Password Reuse Settings
- Password Length and Strength
- Multifactor Authentication
- New Users Held

Email alerts are also available for account activity other than ACH transactions and Wire Transfer transactions. Please notify Treasury Management Services if you would like more information about email alerts for other types of account activity.

Recommended Security Procedures

In addition to, and not in lieu of, the required Security Procedures, above, Bank also offers and recommends that Customer elect to employ the use of the additional recommended Security Procedures, below. Customer may opt out of or otherwise reject these additional recommended Security Procedures offered by Bank by having the Authorized Signer initial next to each Security Procedure(s) that Customer elects to opt out of using or otherwise rejects. Failure to opt out of or otherwise reject a Security Procedure by having the Authorized Signer initial below constitutes Customer's agreement to use such Security Procedure.

Customer acknowledges and understands that, for security reasons, it is a best practice recommendation that Customer elect to use as many of the additional recommended Security Procedures as is reasonable in consideration of Customer's business practices and industry. Customer further acknowledges and understands there are certain risks and dangers associated with opting out of or rejecting these additional recommended Security Procedures. By opting out of or rejecting these additional recommended Security Procedures, Customer hereby acknowledges that Bank first offered to Customer these additional recommended Security Procedures and that such Security Procedures constitute commercially reasonable security procedures. Customer acknowledges and understands that by opting out of or rejecting these additional recommended Security Procedures, Customer hereby waives the security protection offered by such Security Procedures and that Bank shall have no liability for any losses relating to this security procedure waiver. In addition, and not by way of limitation of the above, Customer assumes full responsibility and risk of loss for all transactions made by Bank in accordance with the Customer's election to waive any such Security Procedures.

Sample

Authorized Signer must make a selection to each of the following Security Procedure(s) that Customer elects to use or opt out of using or otherwise rejects.

- ☐ NO ☐ YES Secure Token - available to all customers and strongly recommended for Bill Pay users
- ☐ NO ☐ YES IP Restriction [IP Address _____]
- ☐ NO ☐ YES Secure Token Code for User to Change Password, Alias, or to Modify Email Address
- ☐ NO ☐ YES Secure Token Code for Creating or Updating Existing Users

IF CUSTOMER OPTS OUT OF OR OTHERWISE REJECTS ANY OF BANK'S SECURITY PROCEDURES, INCLUDING THE ADDITIONAL RECOMMENDED SECURITY PROCEDURES, ABOVE, CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH CUSTOMER'S SELECTED SECURITY PROCEDURES.

CUSTOMER _____

Signature: _____

Name: _____

Title: _____

Date: _____

Sample

Addendum 1

AuburnBank Online Service

This Addendum sets forth additional terms and conditions with respect to access to AuburnBank Online Services associated with the Services under the Agreement. The definitions, terms and conditions of the Agreement are hereby incorporated in this Addendum by reference. The provisions of this Addendum are controlled by the rights, obligations and liabilities established by the Agreement. Unless otherwise noted, if there is any direct conflict between the Agreement and this Addendum, the Addendum will govern the use of the AuburnBank Online Service.

1. Internet Banking Service. Customer can use AuburnBank Online to check the balance of Accounts, view Account histories, transfer funds between Accounts, order checks for Accounts, and view checks paid on Accounts, all as provided onscreen.

2. Limits on Amounts and Frequency of Transfers. The number of transfers from Accounts and the amounts which **may** be transferred may be subject to certain limits pursuant to the terms of the underlying Account Agreements or applicable law. If a hold has been placed on deposits made to an Account, Customer cannot transfer the portion of the funds held from the Account until the hold expires.

3. Account Information. Information shown on AuburnBank Online is generally current. The Account balance may include deposits still subject to verification or other items memo posted to the Account (e.g., debit card activity) and **may** not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges. Transfers initiated through AuburnBank Online before 2:00 p.m. (Central Time) on a Banking Day are posted to the Account the same day. Transfers completed after 2:00 p.m. (Central Time) on a Banking Day or on a Saturday, Sunday or banking holiday, will be posted on the next Banking Day.

4. Scheduled Transfers. Please note that AuburnBank Online identifies scheduled transfers based upon the Security Code of the Authorized User who made the electronic transfer. Customer agrees that the Scheduled Transfer screens in both the Transfer and Bill Payer menu options of AuburnBank Online will not reflect scheduled transfers made by multiple Authorized Users from the same Account if different Security Codes are used. Customer agrees to communicate with any other persons with authorized access to the Accounts concerning any scheduled transfers or bill or person-to-person payments from the Accounts in order to avoid overdrafts.

IN WITNESS WHEREOF, to evidence Customer's acceptance of and agreement to the terms and conditions for use of this Service, Customer has executed this Addendum, or caused this Addendum to be executed by it duly authorized representative, as of the date first below written.

CUSTOMER_____

Signature:_____

Name:_____

Title:_____

Date:_____

Sample

Addendum 2

Stop Payment Service

This Addendum sets forth additional terms and conditions with respect to Customer requesting a stop payment of an issued check via AuburnBank Online. The definitions, terms and conditions of the Agreement are hereby incorporated in this Addendum by reference. The provisions of this Addendum are controlled by the rights, obligations and liabilities established by the Agreement. Unless otherwise noted, if there is any direct conflict between the Agreement and this Addendum, the Addendum will govern the use of this Service.

1. Stop Payment Service. This stop payment service is a Service subject to the terms and conditions of the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed in the Agreement. Customer may use the stop payment service to stop payment of any paper checks drawn on its checking accounts with Bank (the "Checking Accounts"), as provided herein. Customer may stop payment of a paper check drawn on a Checking Account (the "Check") by entering the required information that Bank may request on AuburnBank Online, as more particularly described in Section 2 below. To be effective, Bank must receive any stop payment order in time for Bank to have a reasonable opportunity to act on the order before the earlier of the time the Check has been paid by Bank or Bank's stop payment cutoff time, and by paying the Bank's stop payment service fee. Bank's stop payment cutoff time is 5:00 p.m. Central Time on the Banking Day on which Bank receives the Check or noon Central Time on a Banking Day during which Bank closes prior to 5:00 p.m. Central Time. Customer and Bank agree to conduct this Service electronically and intend that stop payment orders transmitted by AuburnBank Online be considered written stop payment orders. Customer may issue stop payment orders without using AuburnBank Online, as provided in the Account Agreement. Payments and funds transfers issued by other means, whether initiated using the AuburnBank Online Service or outside of its functionality, cannot be stopped using this stop payment service. Customer understands that the stop payment service works only with paper checks issued by Customer and that Bank cannot process a stop payment order transmitted by AuburnBank Online for ACH transactions, debit card transactions or other electronic items.

2. Stop Payment Order. A stop payment order must precisely identify: (a) the Checking Account number; (b) the number, date and exact amount of the Check; and (c) the payee of the Check. Bank will search for your item by computer, so it is essential that all information that Customer gives to the Bank be accurate. Failure to provide correct and complete information may make it impossible for Bank to stop payment. A stop payment order will remain in effect until the date designated in the order, which date may not be sooner than six (6) months after the date of the initial order to stop payment, unless Customer revokes it at an earlier date or renews it for an additional stop payment period and pays the Bank's stop payment service fee. Each renewal is treated as a new stop payment order. If no expiration date is designated in the order, the stop payment order will remain in effect for six (6) months after the date the stop payment order first became effective. Customer agrees that any Authorized User may issue a stop payment order, even if this person is not an authorized signer ("Authorized Signer"), if the Customer Administrator has granted this authority to the Authorized User (regardless of which Authorized Signer signed the Check or whether more than one Authorized Signer is required to draw on the Checking Account). Any Authorized Signer may release a stop payment order in writing.

3. Stop Payment Fees. Customer agrees to pay the stop payment service fee Bank establishes from time to time for this Service and authorizes Bank to charge such fees to a Checking Account. The per order stop payment service fee is charged at the time of each request. If the Checking Account has insufficient funds to cover payment of the fees, Bank may deduct the fees from any other Checking Account, Account, or other account maintained by Customer with Bank (in any order in Bank's sole discretion). If the fee is not paid when due, Bank may cancel or suspend the stop payment order.

4. Indemnity; Assignment of Claim. In addition to Customer's indemnity obligations and agreements in the Agreement, Customer agrees to defend and hold Bank harmless from and against any loss, damages, and expenses (including attorneys' fees) Bank may incur by reason of Bank's refusal to pay any Check upon which Customer has stopped payment. If Bank credits the Checking Account after paying a Check over a stop payment order, Customer agrees to assign to Bank in writing all of its rights against the payee or other holder of the item and to assist Bank in any legal action against that person.

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IN WITNESS WHEREOF, to evidence Customer's acceptance of and agreement to the terms and conditions for use of this Service, Customer has executed this Addendum, or caused this Addendum to be executed by its duly authorized representative, as of the date first below written.

CUSTOMER_____

Signature:_____

Name:_____

Title:_____

Date:_____

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Addendum 3

Mobile Banking Services

This Addendum contains the terms and conditions for the use of Bank's mobile banking service (the "Mobile Banking Service"). The definitions, terms and conditions of the Agreement are hereby incorporated in this Addendum by reference. The provisions of this Addendum are controlled by the rights, obligations and liabilities established by the Agreement. Unless otherwise noted, if there is any direct conflict between the Agreement and this Addendum, the Addendum will govern the use of the Mobile Banking Service.

Customer's use of the Mobile Banking Service constitutes its acceptance of this Addendum. This Addendum is subject to change from time to time. Bank will notify Customer of any material change as provided in the Agreement. Bank reserves the right, in its sole discretion, to add services, eliminate services, or otherwise modify the terms or features of any service. Any change will begin to apply upon the effective date of the change, and will apply only to Customer's future use of the Mobile Banking Service. Customer's continued use of the Mobile Banking Service will indicate its acceptance of any such changes to the Mobile Banking Service.

1. Description of Service. Subject to the terms and conditions of this Addendum, the Mobile Banking Service allows Customer to use a compatible and supported mobile phone and/or other compatible and supported wireless device (a "Wireless Device") to access available Account information, to make payments to eligible payees, and to perform such other transactions as described in the Mobile Banking section of the Online Service. In order to use the Mobile Banking Service, Customer must first enroll for, and maintain enrollment in, the Online Service, and Customer must follow the Bank's instructions for enrolling and activating Customer's Wireless Device. Customer also may be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features or functionality of the Mobile Banking Service. Such terms, provisions, and conditions constitute a part of the Mobile Banking Service terms and this Addendum. Cancellation of Customer's enrollment in the Online Service may result in the cancellation of the Mobile Banking Service.

2. Use of the Mobile Banking Service. When Customer enrolls in the Mobile Banking Service, designated available Accounts and eligible payees and funds transferees linked to Customer through the use of other services will be accessible through the Mobile Banking Service. The Mobile Banking Service will not work unless Customer uses it properly. Customer accepts responsibility for making sure that it understands how to use the Mobile Banking Service before Customer actually does so, and then that Customer always uses the Mobile Banking Service in accordance with the instructions the Bank provides. Customer also accepts responsibility for making sure that Customer knows how to properly use its Wireless Device and the Mobile Banking Service software. Bank may change or upgrade the Mobile Banking Service from time to time. In the event of such changes or upgrades, Customer is responsible for making sure that it understands how to use the Mobile Banking Service as changed or upgraded. Bank will not be liable to Customer for any losses caused by Customer's failure to properly use the Mobile Banking Service or Customer's Wireless Device. Bank reserves the right to modify the scope of the Mobile Banking Service at any time. Bank reserves the right to refuse to execute any transaction Customer requests through the Mobile Banking Service. Customer agrees and understands that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

3. Relationship to Other Agreements. Customer agrees that when it uses the Mobile Banking Service Customer remains bound by the terms and conditions of all of its existing agreements with Bank (including, but not limited to, the terms and provisions applicable to each service that may be accessible through the Mobile Banking Service) and that the terms of the Mobile Banking Service do not amend or supersede any of those agreements, except as otherwise expressly provided by the terms of the Mobile Banking Service. Any agreement Customer may have with Bank's affiliates and/or any unaffiliated service providers, including, but not limited to, Customer's mobile service carrier or provider, also remains in full force and effect. Customer understands that other agreements it may have with Bank, Bank's affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact Customer's use of the Mobile Banking Service (for example, Customer's mobile service carrier or provider may impose data usage or text message charges for Customer's use of or interaction with the Mobile Banking Service, including while downloading the Mobile Banking Service software, receiving or sending Mobile Banking Service text messages, or other use of your Wireless Device when using the

Sample

Mobile Banking Service software or other products and services provided through the Mobile Banking Service), and Customer agrees to be solely responsible for all such fees, limitations and restrictions. Customer agrees that its mobile service carrier or provider is solely responsible for its products and services. Accordingly, Customer agrees to resolve any problems with its carrier or provider directly with such carrier or provider without involving Bank. Customer also agrees that if it has any problems with the Mobile Banking Service, Customer will contact Bank directly.

4. Software License Agreement. Subject to your compliance with the terms of the Mobile Banking Service and the terms of this Addendum, Customer is hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to download, install and use the Mobile Banking Service software on a Wireless Device within the United States and its territories (the "License"). In the event that Customer obtains a new or different Wireless Device, Customer will be required to download and install the Mobile Banking Service software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Online Service, (iii) Customer's deletion of the Mobile Banking Service software from its Wireless Device, or (iv) notice to Customer at any time, with or without cause. In the event the License is revoked for any of the foregoing reasons, Customer agrees to promptly delete the Mobile Banking Service software from its Wireless Device. In the event of revocation of the License, Customer's obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

5. Additional Usage Obligations. When Customer uses the Mobile Banking Service to access its available Accounts, Customer agrees to the following terms (which terms shall survive any revocation of the License):

- a. **Account Ownership/Accurate Information.** Customer represents that it is the legal owner or authorized user of the Accounts and other financial information which may be accessed through the Mobile Banking Service. Customer represents and agrees that all information Customer provides to Bank in connection with the Mobile Banking Service is accurate, current and complete, and that Customer has the right to provide such information to Bank for the purpose of operating the Mobile Banking Service. Customer agrees to not misrepresent its identity or its account information. Customer agrees to keep its account information up to date and accurate.
- b. **Proprietary Rights.** Customer is permitted to use content delivered to it through the Mobile Banking Service only in connection with its proper use of the Mobile Banking Service. Customer may not copy, reproduce, distribute, or create derivative works from this content. Further, Customer agrees not to reverse engineer or reverse compile any Mobile Banking Service technology, including, but not limited to, any Mobile Banking Service software or other mobile phone applications associated with the Mobile Banking Service.
- c. **User Conduct.** Customer agrees not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Banking Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for Bank or Bank's affiliates or service providers, or cause Bank to lose (in whole or in part) the services of any of Bank's service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Mobile Banking Service, (ix) interfere with or disrupt the use of the Mobile Banking Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.
- d. **No Personal Use or Re-Sale.** Customer agrees that the Mobile Banking Service is for business use only. Customer agrees not to resell or make personal, family or household use of the Mobile Banking Service.

- e. **Exercise of Caution.** Customer agrees to exercise caution when utilizing the Mobile Banking Service application on its Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
- f. **Indemnification.** Without limiting any of Customer's other obligations to Bank under this Addendum or the Agreement, and to the extent permitted by law, Customer agrees to protect and fully compensate Bank and Bank's affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from Customer's use of the Mobile Banking Service, Customer's violation of any of the terms of the Mobile Banking Service or Customer's infringement, or infringement by any other user of any of Customer's Accounts, of any intellectual property or other right of anyone.

6. Mobile Banking Service Limitations.

- a. **Loss of Data.** Neither Bank nor Bank's service providers can always foresee or anticipate technical or other difficulties related to the Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other Mobile Banking Service interruptions. Neither Bank nor any of Bank's service providers assumes responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with Customer's use of the Mobile Banking Service.
- b. **Operational Availability.** Neither Bank nor any of Bank's service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which Customer utilizes to access the Mobile Banking Service.
- c. **Errors and Delays.** Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the Mobile Banking Service and may not be accurate or current. Customer agrees that neither Bank nor Bank's service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features, functions, and services available through other services or at our Online Service website may not be available using the Mobile Banking Service.
- d. **Nonsupported Carriers and Devices.** The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with the Mobile Banking Service. Customer is responsible for periodically referring to Bank's website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that Customer satisfies all technical requirements for using the Mobile Banking Service.

- 7. Fees.** Bank does not charge any fees for use of the Mobile Banking Service itself, but Customer is responsible for any data and text message fees imposed by Customer's mobile service provider that may result from Customer's use of the Mobile Banking Service.

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Addendum 4

Payment Services

This Addendum contains the terms and conditions for the use of Bank's bill pay service (the "Bill Pay Service") and Bank's person to person payment service (the "P2P Service") (collectively, the "Payment Services"). The definitions, terms and conditions of the Agreement are hereby incorporated in this Addendum by reference. The provisions of this Addendum are controlled by the rights, obligations and liabilities established by the Agreement. Unless otherwise noted, if there is any direct conflict between the Agreement and this Addendum, the Addendum will govern the use of the Payment Services.

Customer's use of the Payment Services constitutes its acceptance of this Addendum. This Addendum is subject to change from time to time. Bank will notify Customer of any material change as provided in the Agreement. Bank reserves the right, in its sole discretion, to add services, eliminate services, or otherwise modify the terms or features of any service. Any change will begin to apply upon the effective date of the change, and will apply only to Customer's future use of the Payment Services. Customer's continued use of the Payment Services will indicate its acceptance of any such changes to the Payment Services.

A. GENERAL

1. Use of Payment Services. To use the Payment Services, Customer must be enrolled in the AuburnBank Online Service. Termination of this Agreement or the AuburnBank Online Service will result in the termination of the Payment Services.

2. Fees and Charges. Customer agrees to pay the fees and charges for Customer's use of the Payment Services as set forth in the current fee schedule listed below. Customer agrees that all such fees and charges will be deducted from Customer's primary checking Account. If Customer closes this checking Account, Customer agrees to contact Bank immediately to designate another checking Account as Customer's primary checking Account. Customer agrees to pay any additional reasonable charges for services that Customer requests which are not covered by this Addendum. Customer also agrees to be responsible for telephone and Internet service fees that Customer incurs in connection with Customer's use of the Payment Services.

Payment Services	Features	Fees and Charges
Includes both the: • Bill Pay Service; and • P2P Service.	• Pay bills you would normally pay by check • Save time and save money on postage and checks • Set up recurring payments	• \$4.00/month (allows Customer to make up to 10 payments electronically each calendar month) • \$.40 charge for each bill payment or P2P payment in excess of 10 payments during any calendar month.

3. Service Providers. Customer acknowledges and agrees that from time to time, and at any time, with or without notice to Customer, Bank may make the Payment Services available through or using one or more unaffiliated third party service providers. Customer agrees that Bank has the right to delegate to such service providers all of the rights and performance obligations that Bank has under this Addendum, and that such service providers will be third party beneficiaries of this Addendum and will be entitled to all the rights and protections that this Addendum provides to Bank.

4. Bank's Right to Refuse Certain Payment Requests. Bank may refuse to honor any payment requests that reasonably appear to Bank to be fraudulent, unauthorized, erroneous, illegal or prohibited under this Addendum, or as otherwise permitted by law, and Bank shall have no liability for its refusal to honor these payment requests.

5. Insufficient Funds; Failed Payments. If there are insufficient funds in Customer's applicable Account to complete a payment transaction Customer has initiated, Bank may either refuse to process the transaction or complete the transaction, with or without overdrawing the Account, in Bank's sole and absolute discretion. Subject to the requirements of applicable law, Customer is responsible for the amount of any payment transaction Bank completes on Customer's behalf, as well as applicable fees and charges, whether or not Customer's Account becomes overdrawn. Bank's election to execute any payment transaction if or when Customer has insufficient funds in Customer's Account to cover such transaction in no way obligates Bank to execute any other payment transaction if or when Customer has insufficient funds. Customer further agrees that:

- i. Upon demand, Customer will reimburse Bank immediately in the amount of any payment transaction that Bank has executed on Customer's behalf;
- ii. Bank may make repeated attempts in its discretion to debit Customer's Account for the amount of any payment transaction that Bank executes on Customer's behalf, including, but not limited to, debit by ACH transaction;
- iii. If Bank completes a payment transaction on Customer's behalf and Customer does not have sufficient funds in Customer's Account to cover such transaction, (x) Bank may assess its standard paid overdraft item/returned item fee, as in effect and disclosed in Bank's pricing schedules at such time, against Customer's Account, whether or not Bank overdraws Customer's Account, and/or (z) Bank may cancel, suspend, or limit Customer's use of the Payment Services and/or Customer's Account without notice, and/or exercise any other rights or remedies available to Bank;
- iv. Customer will reimburse Bank for any fees or costs Bank incurs in attempting to collect the amount of any executed payment transaction from Customer to the fullest extent allowed by law; and
- v. Bank is authorized to report the facts concerning the collection or recovery of any payment transaction to any credit or consumer reporting agency.

If Customer has a dispute with any other user of the P2P Service, Customer releases Bank 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 such dispute.

6. Mobile Devices. Customer may from time to time receive SMS/text messages or otherwise use Customer's mobile or wireless devices in connection with Payment Service transactions. Any usage of Customer's mobile phone or wireless device in connection with the Payment Services is subject to the terms and conditions of the service agreement between Customer and Customer's telecommunications provider. This Addendum does not amend, replace, or supersede the service agreement between Customer and Customer's telecommunications provider. Customer's telecommunications provider may assess data and messaging charges, and Customer is solely responsible for any such charges. Bank is not responsible for providing Customer's telecommunications services, and Customer agrees to resolve any problems with such services directly with Customer's telecommunications provider without involving Bank. If Customer uses any mobile or wireless device in connection with the Payment Services, and the device is lost or stolen, Customer agrees to update Customer's enrollment information and make the appropriate changes to disable the use of such device. Customer acknowledges that there are risks associated with using a mobile or wireless device, and that in the event of theft or loss of such a device, Customer's confidential information could be compromised. Customer assumes these risks.

7. Survival. Termination of this Addendum or the Agreement shall not affect any of Customer's obligations arising prior to such termination. No such termination shall affect any claim or cause of action of either party which existed prior to or at the time of the termination. By way of example and without restricting the foregoing, Section B(9) shall survive termination of this Addendum or the Agreement.

B. BILL PAY SERVICE

1. Bill Payments. The AuburnBank Online Bill Payment Service allows Customer to schedule bill payments through AuburnBank Online. Customer can arrange for the payment of current, future and recurring bills from a specified checking account of Customer with Bank that has unlimited check-writing privileges. There is no limit to the number of payments that may be authorized. The minimum dollar amount of each bill payment is \$1.00; the default maximum amount of each bill payment is \$10,000.00 ("Maximum Payment Amount"), provided, however, by following the instructions on the online administration page, the Customer Administrator may establish a lower

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Maximum Payment Amount for certain Authorized Users. The Bank may approve higher bill payment limits and will require the use of additional Security Procedures. Customer may pay any merchant or individual located in the United States and approved by Bank for payment through AuburnBank Online Bill Payment Service, excluding child support or alimony payments and payments to federal, state, or local government agencies, and Customer agrees not to use the AuburnBank Online Bill Payment Service to make any payment to a payee located outside of the United States. Bank reserves the right to refuse to pay any payee designated by Customer and will notify Customer in that event.

2. How to Schedule a Payment. Customer must designate: (a) the Bank checking account from which the payment is to be made (the "Payment Account"); (b) the complete name of the payee, the payee account number, and the payee's remittance address, all exactly as shown on the payee billing statement or invoice; (c) the amount of the payment; and (d) the date the payment should be debited from the Payment Account. The payment must be entered by 2:00 p.m. (Central Time) on a Banking Day to be sent that day. Customer agrees that Customer will schedule payments as described in Section 3 below.

3. How Far in Advance to Schedule a Payment. If the payee is to be paid by paper check (as indicated on the Bill Payer list), paper checks are mailed to the payee and the payee may not receive the payment until five (5) to eight (8) Banking Days after the date the payment is debited from the Payment Account. If the payee is to be paid electronically (as indicated on the Bill Payer list), the payee may not receive the payment until three (3) Banking Days after the date the payment is debited from the Payment Account. Any scheduled payments made on a non-Banking Day will be processed on the preceding Banking Day. Holiday processing occurs the Banking Day preceding the holiday. Customer understands and agrees that Bank is not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party, such as the failure of the payee to properly post a payment to the payee account. Customer is responsible for any late charge, finance charge, penalty or default or other consequence that may result from Customer selecting a payment date later than the applicable due date.

4. Recurring Payments. Customer may schedule payments for a fixed amount on the same date each month, to be automatically initiated (a "Recurring Payment"). The date on which a payment is scheduled to be made is referred to below as the "Recurring Payment Date." If a Recurring Payment Date is a day which does not exist in a certain month, then the payment will be initiated on the last Banking Day of that month. For example, if Customer schedules a payment for the 30th of each month, Customer's payment for the month of February will be initiated on or before the last Banking Day of February. If the Recurring Payment Date falls on a day other than a Banking Day in any month, Customer's payment will be initiated on the preceding Banking Day (i.e. if a Recurring Payment Date falls on a Saturday or Sunday, the actual check will be issued on Friday). Thus, Customer's actual transaction date for any month may not be the Recurring Payment Date. Customer can stop any Recurring Payment before the cutoff time on the date the payment will be made, by calling Bank at 334-887-4621, or writing to Bank at AuburnBank, 100 N Gay St, P.O. Box 3110, Auburn, AL 36831, in time for Bank to receive Customer's request three (3) Banking Days or more before the payment is scheduled to be made. If Customer calls, Bank may also require Customer to put its request in writing and get it to Bank within fourteen (14) days after Customer's call.

If Customer orders Bank to stop one of these payments three (3) Banking Days or more before the transfer is scheduled, and Bank does not do so, Bank will be liable for Customer's losses or damages.

5. Authorization to Debit Payment Account. Customer authorizes and directs Bank to act on all payment orders made using Customer's Security Codes and to charge the Payment Account by electronic transfer, "no signature required draft", or by debiting and remitting funds on Customer's behalf.

6. Inconsistency of Payee Name and Payee Account Numbers. Customer acknowledges that if a payment order describes the payee inconsistently by name and number, payment of the bill payment may be made on the basis of the payee account number, even if the number identifies a person different from the named payee.

7. Canceling Scheduled Payments. Bill payments may be cancelled online (by following the onscreen instructions provided on AuburnBank Online) before 2:00 p.m. (Central Time) on the date of the scheduled payment date. Once the Bill Payment Service has begun processing a scheduled payment, Customer cannot cancel or edit the scheduled payment, but Customer may be able to stop the scheduled payment by submitting a stop payment request.

8. Stopping a Bill Payment That Has Been Debited. Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from the Payment Account, Customer cannot cancel or stop a bill payment that has been paid electronically. Customer may be able to stop a bill payment paid by paper draft by contacting Bill Payment Customer Service at 334-887-4621 or 888-988-2162 (outside of Auburn and Opelika) before the paper draft has cleared. Customer will have to contact Bank separately by telephone to determine if the paper draft has cleared. If the paper draft has not cleared, Bank will process Customer's stop-payment request. Bank will notify Customer immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen. Bank may charge an additional fee for stopping payment of an AuburnBank Online bill payment in addition to Bank's normal stop payment charges for the Payment Account. If the Bank is unable to stop Customer's scheduled payment, it will be processed according to Customer's original payment instructions, and the Bank will have no liability for failing to stop this scheduled payment. This section does not apply to payments not made through the Bill Pay Service.

9. Bank's Responsibility in the Event of Failure to Make a Scheduled Payment. Bank shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that Customer has not scheduled properly or the payee has not posted properly, including any applicable finance charges and late fees. In addition, Bank will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. Bank will also not be liable if there are insufficient funds or credit availability in the Payment Account and/or overdraft protection plan; if a legal order directs Bank to prohibit withdrawals from the Payment Account; if the Payment Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. Bank will not be liable for indirect, special, or consequential damages arising out of the use of the Bill Payment Service.

10. Expedited Payments. Special rules and fees apply to expedited payments. These terms and conditions will be displayed before you submit an expedited payment.

11. Electronic Bill Presentment. This feature is for the presentment of electronic bills only and it is Customer's sole responsibility to contact Customer's billers ("Billers") directly if Customer does not receive its statements. If Customer elects to receive bills electronically, Customer also agrees to the following: Customer authorizes Bank to contact Billers on Customer's behalf and to receive Customer's billing statements and billing data, including the right to periodically access third party biller web sites designated by Customer ("Biller Sites"), on Customer's behalf, to retrieve Customer's electronic billing data ("eBill"). Customer agrees that Bank is its agent for these limited purposes. Customer represents and warrants to Bank that Customer has the authority to appoint Bank as its agent to receive Customer's billing statements, to view and download Customer's eBills, and to use Customer's name, passwords, usernames and any other information that Customer provides to Bank for purposes of providing the services for Customer. Customer agrees that Bank may use and store this information on Bank's servers. Customer is responsible for all charges associated with Bank's use of any Biller Site on Customer's behalf and Customer agrees to comply with the terms of use for the Biller Site. The presentment of Customer's first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of the Biller. Additionally, the ability to receive a paper copy of Customer's statement(s) is at the sole discretion of the Biller. The electronic Biller has the right to cancel the presentment of its electronic bills at any time. Customer may cancel electronic bill presentment at any time. The timeframe for cancellation of Customer's electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of the Biller. If Customer decides to no longer receive its bills electronically using Bank's service, it is Customer's sole responsibility to make arrangements for an alternative form of bill delivery. The electronic bill presentment service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

C. PERSON TO PERSON (P2P) PAYMENT SERVICE

1. Terms and Definitions. The following terms and definitions apply with respect to the P2P Service:

- "Receiver" means any person or entity to which a payment is sent through the P2P Service (including Customer if Customer has accounts at other financial institutions to which Customer makes payments).

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- “Sender” means any person or entity which sends a payment through the P2P Service.

2. Person to Person Payments. The P2P Service is an electronic person-to-person payments service through which Customer may send payments from a specified AuburnBank checking Account to any person who maintains an eligible account with a financial institution. By providing Bank with names, telephone numbers, email addresses and/or bank account information of Receivers to whom Customer wishes to direct payments, Customer authorizes Bank to follow the payment instructions that Bank receives from Customer through the P2P Service. When Bank initiates the processing of a payment based on a payment instruction from Customer, Customer authorizes Bank to immediately debit Customer’s applicable Account for the amount of any such payment instruction plus any related fees in effect at the time Customer initiates the payment instruction, and to remit funds on Customer’s behalf according to the terms of the P2P Service. Customer acknowledges and agrees that any applicable fees will be charged, and will be deemed fully earned, when Bank receives and acts on a payment instruction from Customer, regardless of when or whether the payment is completed. Customer may use the P2P Service to initiate (i) an immediate one-time payment to a Receiver, (ii) a one-time payment to a Receiver scheduled for a future date, and/or (iii) a recurring series of future payments to a Receiver. Further details about each of these options, including how far in advance a future or recurring payment may be scheduled, can be found within the P2P Service site. Payments initiated to Receivers are processed in two ways: (i) Customer can provide all the required information about the Receiver, including his/her bank account information, necessary to complete a transfer of funds, or (ii) Customer can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Receiver will be contacted and requested to provide validation and bank account information necessary to complete the transfer of funds (a “Two-Step Transfer”). Customer understands and agrees that when you initiate an immediate one-time payment to a Receiver, the processing of the payment will begin immediately and the debiting of Customer’s Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver’s account no earlier than the next Banking Day after Customer initiated the payment. If Customer requests a one-time payment to be initiated on a specified future date or a recurring series of payments to be initiated on specified future dates, then the processing of these payments will begin on the specified date and the debiting of Customer’s Account will occur as early as such specified future date(s). However, the payment funds will be transferred into the Receiver’s account no earlier than the next Banking 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 account (even if such funds previously have been debited or withdrawn from Customer’s Account) may be delayed if the Receiver has not provided validation and/or bank account information necessary to complete the payment transaction. The P2P Service site may contain additional information regarding the delivery of a payment. Customer acknowledges and agrees that Bank will begin to complete the transfer of funds to the Receiver only when the Receiver has provided all information required to complete such transfer, and Customer hereby authorizes and directs Bank to retain such funds until the earlier of such time as the Receiver has provided all required information or ten (10) days. In any event, Customer acknowledges and agrees that Bank will not be liable to Customer or the Receiver for any compensation or interest on funds held by use pending the completion or cancellation of a payment transaction. Customer further acknowledges and agrees that Bank’s obligation to complete the transfer of funds that Bank has debited from Customer’s Account shall not begin until such time as the Receiver provides all required information necessary to complete the transfer. Customer authorizes Bank to credit Customer’s applicable Account for payments that Customer initiates that Bank cannot complete for any reason and/or for payments that Customer initiates that may be returned to Bank by Receivers.

3. Instructional Material; Accuracy of Information. Customer agrees to comply with and to be bound by any terms or instructions set forth in any on-screen help or instructional material Bank provides in connection with the P2P Service. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they provide in order to make or receive payments through the P2P Service (including, but not limited to, the name, telephone number, email address, and/or account number of the Receiver), and for informing Bank as soon as possible if they become aware that this information is inaccurate. In the event any payment instruction identifies an account by name and account number, the payment may be executed by reference to the account number only, even if such account number does not correspond to the account name. Customer acknowledges and agrees that discrepancies between account names and account numbers may not be investigated and that Bank has no responsibility or obligation to any party to investigate such discrepancies. Bank does not warrant or guarantee the identity of any user of the P2P Service (including, but not limited to, Receivers to whom Customer sends payments). Customer bears sole responsibility for confirming the identities of the parties to Customer’s P2P Service transactions, for correctly entering any information into the P2P Service site that is necessary to ensure a successful transaction, and for any errors in connection therewith. To the fullest extent permitted by law, Bank reserves the right to refuse to process or complete

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any transaction made through the P2P Service. Bank will attempt to notify Customer in the event that Bank decides not to process a transaction initiated by Customer as a Sender; however, Bank may not notify Customer if Customer attempts to initiate a transaction prohibited under this Addendum.

4. Payment Methods and Amounts. Bank may, at its sole discretion, impose or change the limits on the amount of money Customer can send or receive through the P2P Service. Such limits may be displayed on the P2P Service site. Bank also reserves the right to select the method in which to remit funds on Customer's behalf, and the method to return funds to Customer in the event that Customer's applicable Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic payment or paper check payment.

5. Cancellation of Payments. Customer may request Bank to change or cancel any payment Customer has initiated as a Sender any time until the payment begins processing at 2:00 PM CT on each Banking Day by following the instructions Bank provides on the P2P Service site. Customer should refer to other sections of this Addendum for additional terms regarding the cancellation or stopping of payments. Otherwise, Bank shall have no obligation to cancel, change, or stop payment on any payment that Customer has initiated as a Sender through the P2P Service, except as required by applicable law. If Customer elects to cancel Customer's enrollment in the P2P Service, any payment transactions pending at the time of cancellation may be completed or cancelled by Bank, in its discretion.

6. Refused Payments. Any payment not claimed by the Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender sends money, the Receiver is not required to accept it. Customer agrees that Customer as a Sender will not hold Bank liable for any damages resulting from a Receiver's decision to accept or not to accept a payment made through the P2P Service. Bank will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to Customer's applicable Account. If Bank's attempts are unsuccessful (for example, Customer's applicable Account has been closed) Bank will make reasonable attempts to mail Customer a paper check. If after sixty (60) days that check has not been presented for payment, Bank may stop payment on it and transfer the funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

7. Address or Banking Changes. Customer agrees to ensure that the contact information in Customer's P2P Service user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the P2P Service site or by contacting Bank at (334) 887-4621. Bank is not responsible for any payment processing errors or fees incurred if Customer does not provide accurate Account or contact information.

8. Text Messages, Calls and/or Emails to You. By providing Bank with a telephone number (including a mobile telephone) and/or email address in connection with the P2P Service, Customer consents to receiving calls and/or text messages from Bank at that number and/or emails from Bank for its everyday business purposes (including identity verification) and for other non-marketing purposes.

9. Privacy of Others. If Customer receives information about another person through the P2P Service, Customer agrees to keep the information confidential and to use it only in connection with the P2P Service.

10. Third Party Dispute. If Customer has a dispute with any other user of the P2P Service, Customer agrees to release Bank 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 such dispute.

11. Prohibited Payments. The following types of payments are prohibited through the P2P Service, and Bank has the right, but not the obligation, to monitor for, block, cancel, and/or reverse such payments in Bank's discretion:

- i. payments to or from persons located in prohibited territories;
- ii. payments that violate any law, statute, ordinance or regulation;
- iii. payments that violate any term or condition of this Addendum, or any agreement governing Customer's applicable Account; and/or
- iv. tax payments and court ordered payments.

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In no event shall Bank be liable for any claims or damages resulting from Customer's initiation of prohibited payments. Bank has no obligation to research or resolve any claim resulting from a prohibited payment, except as required by applicable law. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will solely be the responsibility of the Sender and Bank will have no responsibility therefor whatsoever.

12. Acceptable Use. Customer agrees not to use or attempt to use the P2P Service to engage in any transaction that is not specifically authorized and permitted or in any way that is in breach of the terms and conditions of this Addendum. Customer agrees that Customer is independently responsible for complying with all applicable laws in all of Customer's activities related to Customer's use of the P2P Service, regardless of the purpose of the use, and for all communications Customer sends in connection with the P2P Service. Bank has the right but not the obligation to monitor and remove communications content that Bank finds in its sole discretion to be objectionable in any way. In addition, Customer is prohibited from using the P2P Service for communications or activities that: (i) violate any law, statute, ordinance or regulation, (ii) promote hate, violence, racial intolerance, or the financial exploitation of a crime, (iii) defame, abuse, harass or threaten others, (iv) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous, (v) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (vi) impose an unreasonable or disproportionately large load on our infrastructure, (vii) 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, (viii) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the P2P Service or the P2P Service site without our prior written permission, (ix) constitute use of any device, software or routine to bypass technology protecting the P2P Service site, or interfere or attempt to interfere, with the P2P Service site, or (x) may cause us to lose any of the services from our internet service providers, payment processors, or other vendors.