

Online Banking Agreement and Disclosure– General Terms and Conditions

Your use of Online Banking Services (as that term is used and defined in this agreement and disclosure) (i) constitutes Your agreement and acceptance of all of the terms and conditions of this agreement, (ii) has the same effect as if You (or in the case of an entity, its authorized representative) had signed this agreement with Your (or in the case an entity, its authorized representative's) physical signature, and (iii) shall in all instances be subject to the terms and provisions of this agreement and disclosure. Your physical signature, electronic consent, or use of any Online Banking Services is also Your acknowledgement that You have received a copy of this agreement and disclosure.

You should "PRINT" a copy of this agreement and retain it for Your records.

The following terms and their respective definitions apply to this Agreement:

"Online Banking" or "Online Banking Services" means the Internet-based services which We provide, including without limitation providing access to Your accounts maintained with Us.

"Bill Payment Service" means those services as designated under the heading **"Online Banking - Bill Payment Service"** below.

"Online Account" means any deposit or loan account with Us (including without limitation demand deposit accounts, savings accounts, money market accounts, certificates of deposit, individual retirement accounts (IRAs), lines of credit and/or loan accounts) from which you will be conducting or conduct transactions using an Online Banking Service.

"Login ID" means Your assigned/chosen user name used to log in to Online Banking.

"Password" means the code that you select after the initial sign-on (as code may be changed from time to time), that establishes Your connection to the Service.

"We," "Us," and "Our" refer to USAmeriBank which offers the Online Banking Services and which holds the accounts accessed by the Online Banking Services.

"You" and "Your" refer to the customer maintaining the Online Accounts or using or accessing the Online Banking Services together with such customer's designees, agents or representatives accessing or using the Online Accounts or the Online Banking Services.

"Banking Days" or "Business Days", are Monday through Friday, between 8:00 a.m. and 5:00 p.m., excluding Federal Reserve System holidays and any other day on which We are not regularly open for business.

"Electronic Statement Service" means the delivery of bank statements relative to Your accounts to Your Internet-enabled device as provided in paragraph 6 hereof.

References to the time of day (*i.e.*, a.m. and p.m.) are to Eastern Standard Time or Eastern Daylight Time, as applicable.

1) Access to Online Banking Services

We will provide instructions on how to use the Online Banking Service or Bill Payment Service through the Help functions available on the website through which We offer the Online Banking Services and the Bill Payment Services. You will access Your Online Accounts and use of the Bill Payment Service through the use of Your Internet-enabled device, Your Internet Service

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Provider, Your Login ID and Your Password. Subject to limitations discussed below, in the disclosures received during account opening, in other agreements, and as outlined on any Online Banking Service screens, You may use Online Banking to:

- a. View balance information for Your linked Online Accounts.
- b. Review cleared and pending transactions for Your linked checking, savings, money market accounts and other accounts assigned to you.
- c. Transfer funds between linked accounts, including as a payment to a linked loan or line of credit account.
- d. Subject to availability, view check images and monthly checking, savings and loan notices or statements.
- e. Re-order checks, order copies of paid checks, request copies of statements, or place stop payments.
- f. Send Us secure online mail messages and questions regarding Your Online Banking Service, Your Online Accounts, or other questions pertaining to bank products or services.

We may expand or restrict the uses of Online Banking, offer additional services or cease to offer certain services through Online Banking at any time and without notification.

2) Accounts Linked to Your Online Banking Service

When Your Login ID has been established, We will link all of Your eligible accounts (consumers) or designated accounts (businesses). If You are a consumer and want to limit the accounts linked or add additional authorized accounts which You may open at a later date, You may do so by sending Us a secure message addressed to “USAmeriBank Customer Service” or contact Our Customer Service at: 800-949-5666. Business customers should contact Your Relationship Manager at Your local branch for assistance with changes to linked accounts.

3) Fees

You authorize Us to charge Your primary checking account or other payment account for the Online Banking monthly fee (if any) even if the charge causes an overdraft on the applicable account. You acknowledge that You may also incur fees disclosed in the Truth-in-Savings disclosure applicable to Your account(s) (such as, excess activity fees, if applicable) or other fees as outlined in Our Schedule of Fees (such as, insufficient funds fees, stop payment fees, photocopy fees, etc). Fees are subject to Change at Our sole discretion. “**Change**” means an increase or a decrease in the dollar amount of the fees, a charge for new services, or a charge for services on which fees were not previously assessed. By maintaining the Online Banking service, You agree to any Change in fees.

4) Other Agreements

In addition to this Agreement, You and We agree to be bound by and comply with the requirements of the agreements, addenda, supplements, schedules, terms and conditions, or other written disclosures applicable to each of Your accounts including without limitation the Online Accounts and their related services provided to You when you opened Your accounts with Us. Your use of the Online Banking Service, Bill Payment Service and/or Electronic Statement service is Your acknowledgment that You have received this agreement and each of such other agreements applicable thereto and that You intend to be and are bound by this agreement and each of said other agreements. You should review other disclosures received by you when you opened Your accounts with Us. Business customers agree to be bound by and comply with any additional agreements provided by the bank which include, but are not limited to Treasury

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Management/Business Online Banking Agreement, ACH, Positive Pay, Online Wire Service Agreements or any other banking service where an agreement has been executed.

5) Inactivity/Termination

You may terminate Your use of Online Banking at any time by visiting Your local branch, by calling Customer Service at 800-949-5666, or by sending Us a secure message via Online Banking to “USAmeriBank Customer Service”. Although We seek to implement any termination requests as soon as possible, it may take up to five (5) Business Days to complete Your request. We may require that You put Your request in writing. If You have scheduled payments, You must separately cancel those payments noting that payments should be canceled at least seven (7) days prior to their scheduled payment date. We may terminate Your use of Online Banking, in whole or in part, at any time without notice. Upon termination, You will remain liable for payments, transfers or other transactions in process, and all accrued fees and charges. If You do not sign on to the Online Banking Service or have any transaction scheduled through the Online Banking Service during a consecutive six (6) month period, We may delete Your Online Banking Service. If Your account is deleted, You must contact Us to have the Online Banking Service re-activated before you will be able to schedule any transaction through the Online Banking Service.

6) Statements

You will continue to receive a regular monthly or quarterly paper account statement via regular US mail, depending on the type of account You maintain with Us unless You enroll in the Electronic Statement Service. The Electronic Statement Service permits You to use Your Internet-enabled device to view copies of Your account statements online. You may enroll in the Electronic Statement Service via the Online Banking Service. Users enrolling in the Electronic Statement Service will be presented with the Terms and Conditions of the Electronic Statement Service and will cease receiving a paper statement by mail. If You enroll in the Electronic Statement Service, any legal notices or disclosures that normally accompany Your mailed statement or that we would otherwise deliver to you by mail concerning your accounts or Online Banking Service may be delivered to You electronically. In some cases, paper statements, legal notices and disclosures that You receive electronically must continue to be mailed even if You elect to receive them electronically. We may, at Our sole discretion, offer You additional options and preferences for the delivery of various types of communications related to your accounts or Online Banking Services. From time to time, we may add to, modify, or delete any feature of online statements in our sole discretion. By clicking “I Accept”, You agree to be bound by these Terms and Conditions. ‘

7) Hours of Operation

The Online Banking Services are available 24 hours a day, seven (7) days a week, except during special maintenance periods. All online service transaction requests received after 5:00 p.m. on Business Days and all transactions which are requested on days that are not Business Days, will be processed on the next succeeding Business Day unless otherwise noted in separate agreements (such as ACH) applicable to such service or transaction.

8) Governing Law

This Agreement is governed by the laws of the State of Florida and applicable Federal law, without regard to conflict-of-law rules. In any legal action or claim regarding this agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

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9) Privacy and Use of Information

We are committed to protecting your privacy. All information gathered from you in connection with using the Online Banking Service will be governed by the provisions of Our privacy policies. You agree that We may, in Our sole discretion, collect and retain certain information and use that information to market Our products and services to You. The type of information We may collect, retain and use concerning You includes, but is not limited to, Your name, address, phone number, email address, and the IP address and other identifiers related to the computers and Device(s) you use to access the Online Banking Service. You agree that if You access the Online Banking Service of Mobile Banking, or use any of the Online Banking Services, We may track and record Your geographic location. We may use automated processes to detect any use of the Online Banking Services that violates the terms of this agreement or any applicable law.

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

TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTIES OF ANY KIND FOR THE ONLINE BANKING SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE ONLINE BANKING SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITE THAT MAKES THE ONLINE BANKING SERVICE AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

In no event will We or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any: (i) consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service); (ii) indirect; (iii) incidental; (iv) special; or (v) punitive; damages; whether in an action under contract, negligence or any other theory, arising out of or in connection with this agreement, the Online Banking Service, or the inability to use the Online Banking Service, due to reasons including: (a) scheduled system maintenance; or (b) circumstances beyond Our control, such as; 1) power outages, 2) system failures, 3) fire, 4) flood, 5) natural disasters, 6) extreme weather, 7) cyber-attacks, including Denial of Service (DoS), etc.), even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Except as specifically provided in this agreement or otherwise required by applicable law, We (and our service providers or other agents) will not be liable for: (i) any loss or liability You may incur resulting in whole or part from any failure or misuse of: (A) Your equipment; or (B) software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them; or (C) any direct, indirect, special or consequential, economic or other damages arising in any way out of Your access to or use of, or failure to obtain access to the Online Banking Service.

We will not be obligated to honor, in whole or in part, any transaction or instruction which: (i) is not in accordance with any term or condition of this agreement or any other agreement applicable to the Online Banking Services or any of Your accounts; (ii) We have reason to believe may not be authorized by You or any other person whose authorization We believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction; (iii) would violate: (A) any applicable provision of any risk control program of the Federal Reserve or the Office of the Comptroller of the Currency, or (B) - any applicable rule or regulation of any other federal or state regulatory authority; (iv) is not in accordance with any other requirement of our policies, procedures or practices; or (v) We have other reasonable cause not to honor for our or your protection.

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

Except to the extent that We are liable under the terms of this agreement or another agreement governing the applicable account or Online Banking Services, You agree to indemnify, defend, and hold Us, Our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from: (i) a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by You to Us; (ii) any fraud, manipulation, or other breach of this agreement or the Online Banking Service; (iii) Your violation of any law or rights of a third party; or (iv) the provision of the Online Banking Service or use of the Online Banking Service by You or any third party. We reserve the right, at Our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with us in asserting any available defenses. You will not settle any action or claims on Our behalf without Our prior written consent. This indemnification is provided without regard to whether Our claim for indemnification is due to the use of the Online Banking Service by You or Your authorized representative or delegate.

11) Dispute resolution program: Arbitration Provision; waiver of class action rights; waiver of right to a jury trial

This Section 11 ("**Arbitration Provision**") constitutes the arbitration agreement between You and Us and includes a mutual waiver of class action rights. This Arbitration Provision governs disputes concerning: (i) interpretation of this agreement (including the meaning of this arbitration agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this arbitration agreement); (ii) the Online Banking Services; (iii) access to Your accounts pursuant to the Online Banking Services; and (iv) all other matters in any way related to any of the foregoing ("**Covered Disputes**"). Disputes arising under any separate agreement governing Your accounts will be governed by the dispute resolution and governing law provisions of that agreement, which also take precedence over this section.

You and We agree that any Covered Disputes between or among You and Us, regardless of when it arose, will, upon demand by either You or Us, be resolved by the following arbitration process. **You understand and agree that You and We are each waiving the right to a jury trial or a trial before a judge in a public court.** As an exception to this Arbitration Provision, both You and We retain the right to pursue in small claims court in the state where You reside any dispute that is within that court's jurisdiction.

A dispute is any unresolved disagreement between or among You and Us. It includes claims based on broken promises or contracts, torts (injuries caused by negligent or intentional conduct) or other wrongful actions. It also includes statutory, common law, and equitable claims. A dispute also includes any disagreement about the meaning of this Arbitration Provision, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Provision.

Binding arbitration is a means of having an independent third party resolve a Covered Dispute without using the court system, judges or juries. Either You or We may require the submission of a Covered Dispute to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. If either You or We fail to submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

Neither You nor We will be entitled to join or consolidate Covered Disputes by or against others in any arbitration, or to include in any arbitration any Covered Dispute as a

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representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("**AAA**"), or such other administrator as You and We may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "**Arbitration Administrator**"), according to the Commercial Arbitration Rules ("**AAA Rules**"). To the extent that there is any variance between the AAA Rules and this Arbitration Provision, this Arbitration Provision will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute.

You and we each agree that in this relationship: (i) you and we are participating in transactions involving interstate commerce; (ii) the Arbitrator shall decide any dispute regarding the enforceability of this Arbitration Provision; and (iii) each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and us about which the Covered Dispute arose. To find out how to initiate an arbitration, please call any office of the AAA or visit the AAA website at <http://www.adr.org/>.

If any of the provisions of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be unlawful or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

This Arbitration Provision and the exercise of any of the rights You and We have under this Arbitration Provision do not stop You or Us from exercising any lawful rights to use other remedies available to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.

You and We each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The Arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment, or partial summary judgment. The AAA, the arbitrators, You and We, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this Arbitration Provision, is completed within 180 days of filing the Covered Dispute with the AAA. These parties must not disclose the existence, content, or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision will be liberally construed in order to ensure the enforcement of this Arbitration Provision. Arbitration proceedings are conducted in the state where you reside or at a location determined by the AAA.

All statutes of limitations applicable to any Covered Dispute apply to any arbitration between You and Us. The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your account relationship or the governing agreement or any other relationship between you and us. This Arbitration Provision constitutes the entire agreement between You and Us and supersedes all prior arrangements and other communications concerning dispute resolution. If more than one arbitration agreement entered into by You and Us is potentially applicable to a Covered Dispute, the one most directly related to the Eligible Account or transaction that is the subject of the dispute will control.

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the

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fees applicable to any arbitration You may file. If the law applicable to this Agreement limits the amount of fees and expenses to be paid by You, then no allocation of fees and expenses to You shall exceed this limitation. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses associated with the arbitration including its reasonable attorneys' fees and costs.

Notwithstanding anything herein to the contrary, each party retains the right to pursue in Small Claims Court any dispute in which the remedy sought is entirely within that court's jurisdiction.

12) Notices and communication

Except as expressly provided otherwise in this agreement, We will provide you notices and other information regarding your accounts or Online Banking Service (collectively "**Account-Related Information**") through mail, electronically, or by other means available. This information will be sent to the postal or electronic mail address ("e-mail") of the owner of the applicable account as reflected in Our records, unless a different postal or e-mail has been specified in accordance with procedures We may establish from time to time. Any Account-Related Information will be deemed to have been sent on the first Business Day following the date on it. Account-Related Information that is held for pick-up or posted on the website through which the Online Banking Service is accessed will be deemed to be delivered to, and received by, You at the time that We make it available for pick-up, display it to You, or send notice in accordance with this agreement that it is posted on such website, as applicable. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint owners, delegates, or other persons with access to the applicable account or Online Banking Services. We reserve the right at all times to communicate all Account-Related Information to You through the U.S. Postal Service or overnight courier, at Our sole option.

Unless otherwise required by applicable law, if We are required to provide You with information in writing, We may, at Our option, send it electronically: (i) to Your e-mail; (ii) by posting the information on the website on which You access the Online Banking Services or to Your online banking secure mailbox, and sending You a notice to Your postal address or e-mail (either separately or as part of an account statement) telling You that the information has been posted and providing instructions on how to view it; or (iii) to the extent permitted by law, by posting the information to the website through which You access the Online Banking Service. You agree that We may satisfy our obligation to provide You with an annual copy of our privacy policy by keeping it available for review on the website through which You access the Online Banking Service.

Unless otherwise prohibited by the laws governing your accounts or the Online Banking Services, this Sub-section applies if two or more separate Account-Related Information documents are returned or, in the case of electronic notifications, one or more notices are returned as undeliverable. This means We may discontinue sending Account-Related Information or electronic notifications to You until you provide a valid postal or e-mail to us. Additionally, we may, at our sole option: (i) destroy Account-Related Information that is sent to You and returned to Us as undeliverable; (ii) hold the Account-Related Information for your accounts for You to pick-up; or (iii) discontinue sending the Account-Related Information through the delivery channel generating returns and utilize an alternative delivery channel. For example, if we are sending your Account-Related Information to You via the U.S. Postal Service, and the information is returned to Us as undeliverable on two or more occasions, We may attempt to deliver the information to Your e-mail, instead. If we hold Account-Related Information for You to pick-up and it remains unclaimed for 60 days, We may send the Account-Related Information to the address reflected in Our records for Your accounts or destroy it.

You agree that You will notify Us immediately in the event of a change to Your address or e-mail. Address changes may be initiated: (i) at Your request. You may instruct Us to change the address or e-mail to which We send notices or Account-Related Information concerning Your Account at any time; (ii) if We receive an address change notice from the U.S. Postal Service; or

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(iii) if We receive information from another party in the business of providing correct address information that the address in Our records no longer corresponds to Your address. We may act on any instruction purportedly made on Your behalf within a reasonable time after We receive such instruction. Unless You instruct Us otherwise, We may in Our sole discretion change the postal or e-mail only for the account(s) You specify or for all or some of Your other account(s) with Us.

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

13) Export control; international use

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

14) Proprietary Rights

Other than Your account information, all content included or available on the Online Banking Service, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is our Property or that of third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Online Banking Service platform is the exclusive property of Us and/or our licensors and is protected by copyright or other intellectual property rights.

The trademarks, logos, and service marks displayed on the Online Banking Service (collectively the "**Trademarks**") are Our registered and unregistered trademarks or those of third parties. Under no circumstances may You use copy, alter, modify, or change these Trademarks. Nothing contained on the Online Banking Service should be construed as granting by implication or otherwise any license or right to use any Trademark without our express written permission of that of any third party which has rights to such Trademarks, as appropriate.

15) Amendments to this Agreement

Except as otherwise required by law, We may in Our sole discretion change the terms of this agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this agreement. When changes are made We will update this agreement on the website through which You access the Online Banking Services. Such website will be updated on or before the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the system, this agreement will be updated within 30 days after the change. You will be notified as soon as possible when any changes are made which materially affect Your rights, such as changes regarding how Your information is maintained or used, or changes to the terms of this

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agreement. By continuing to use the Online Banking Services after We send You notice of any change, You agree to the change. Changes to fees or terms applicable to accounts are governed by the agreement otherwise governing the applicable account. Except as otherwise required by law, any change to this agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

16) Assignment

We may assign our interest in this agreement to any of our affiliates or subsidiaries however, you may not assign or transfer this agreement. We may also assign or delegate certain of our rights and responsibilities under this agreement to independent contractors or other third parties.

17) Waiver

We may agree in writing (or otherwise) to waive a provision of this agreement, including a fee (a "waiver"). We may revoke any waiver.

18) Failure to act is not a waiver

Our failure to act with respect to a breach by You or others does not waive our right to act with respect to subsequent or similar breaches.

19) Headings

Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.

20) Entire agreement

In combination with other applicable agreements relating to the accounts or specific Online Banking Services, including without limitation the deposit account agreement with respect to each account, this agreement represents the agreement between You and Us regarding Online Banking Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access to Your accounts. Each of the terms, provisions, and conditions set forth in this agreement stand alone. Any term or condition contained in this agreement which is inconsistent with the laws governing any Online Banking Service will be deemed to have been modified by Us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this agreement, if any provision of this agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

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Mobile Banking Services—Terms and Conditions

To the extent that You are enrolled in Mobile Banking, the following additional terms and conditions shall apply to Your use of such Mobile Banking services. Terms contained in the Online Banking Agreement and Disclosure and used below shall have the meanings set forth in the Online Banking Agreement and Disclosure.

1. Accepting Mobile

You agree to all of the provisions in Our standard Online Banking Agreement and Disclosure as well as those below as they pertain to the features offered in Mobile Banking. Not all Online Banking features are available through Mobile Banking.

Your use of Mobile Banking (i) constitutes Your agreement and acceptance of all of the terms and conditions of this agreement, (ii) has the same effect as if You (or in the case of an entity, its authorized representative) had signed this agreement with Your (or in the case an entity, its authorized representative's) physical signature, and (iii) shall in all instances be subject to the terms and provisions of this agreement.

Your physical signature, electronic consent, or use of Our Mobile Banking service is also Your acknowledgement that You have received a copy of this agreement.

You should "PRINT" a copy of this agreement and retain it for Your records.

2. Mobile Definitions

a) "**Device**" means a supportable mobile device including a cellular phone, mobile tablet or other mobile device that is Internet enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess You fees for data and/or text messaging services, for which You are solely responsible. Please consult Your wireless plan or provider for their fee details.

b) "**Mobile Banking**" means the banking services accessible from any Device You have registered with Us for Mobile Banking. Mobile Banking shall also constitute and shall be included within the definition of Online Banking or Online Banking Services as used in the Online Banking Services Agreement and Disclosure and herein.

3. Description of Mobile Banking Services

Mobile Banking is offered as a convenience and supplemental service to Our Online Banking services. It is not intended to replace access to Online Banking from Your personal computer or other methods You use for managing Your accounts and services with Us.

Mobile Banking allows You to access Your account information, transfer funds and conduct other banking transactions. To utilize Mobile Banking, You must first be enrolled in Online Banking. Once enrolled in Online Banking, You may then self-enroll in Mobile Banking via the Mobile Preferences menu within Online Banking or from Your Device. After you have enrolled for Mobile Services, designated accounts linked to Your Login ID, subject to any limitations as provided in the Online Banking Agreement and Disclosure will be accessible through Your Device. We reserve the right to modify the scope of Mobile Banking at any time by adding, changing or deleting specific services, functions or access. We reserve the right to refuse to complete any transaction You request through Mobile Banking as well as to limit the types and numbers of accounts eligible for use, or which may be conducted, in Mobile Banking. Mobile Banking may not be accessible or may have limited service availability over some network carriers. Mobile

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Banking may not be supported by all Devices. We cannot guarantee and are not responsible for the availability of data services provided by Your mobile or wireless service provider, such as data outages or “out of network” issues.

4. Use of Mobile Services

You agree to accept responsibility for appropriate use and operation of Mobile Banking services and agree that You will contact Us directly to report any issues concerning Mobile Banking. You also agree to accept responsibility for appropriate use, operation and security of Your Device. We may modify the Mobile Banking Service and/or this agreement from time to time at Our sole and absolute discretion and Your subsequent use of Mobile Banking subsequent to any such modification or change constitutes Your agreement to this agreement as so modified or changed. In the event of any modifications, You agree to accept responsibility for appropriate use and operation of Mobile Banking as modified. We will not be liable to You for any damages or losses caused by Your failure to properly use Mobile Banking, Online Banking, or Your Device.

5. Relationship to Other Agreements

You agree that, when you use Mobile Banking, you remain subject to the Terms and Conditions of Your existing agreements with any unaffiliated service providers, including, but not limited to Your mobile or wireless service provider (*i.e.*, AT&T, Verizon, *etc.*), and that this does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact Your use of Mobile Banking. This may include data usage and/or text messaging charges imposed on You by Your mobile or wireless service provider for your use of or interaction with Mobile Banking, receiving or sending Mobile Banking text messages, or other use of Your Device when using the product and services provided by Mobile Banking. You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only Your mobile or wireless service provider is responsible for its products, network and services. Accordingly, You agree to resolve any problems with Your mobile or wireless service provider directly without involving Us.

Any deposit account, loan or other banking product accessed through Mobile Banking is also subject to all of the account agreements and disclosures provided at the time of account opening. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to Your use of Mobile Banking.

6. Mobile Security

You agree to take every precaution to ensure the safety, security and integrity of Your account and transactions when using Mobile Banking. Mobile devices with Internet capabilities are susceptible to viruses. You are responsible for ensuring that your device is adequately protected from and free of viruses, worms, Trojans, or other similar harmful components (collectively referred to as viruses and malware), which could result in damage to programs, files, and/or your phone or could result in information being intercepted and used by an unauthorized third party. The Bank will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from viruses and malware. The Bank is not responsible for the use of Your non-public personal information which may be accessed via an infected Mobile device. You agree to assume all liability resulting from such occurrences and are responsible for any and all costs associated with upgrading the device to ensure compatibility with the Service and in order to maintain updated Security on your device. You agree not to leave Your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access of Mobile Banking by You. You agree not to give or make available Your Login ID, Password or other means to access Your accounts to any unauthorized individuals. You are responsible for all transfers or other transactions authorized using Mobile Banking. If You permit other persons to use Your Wireless Device, Login ID and Password or other means to access Mobile Banking, You are responsible for any transactions they authorize. If You believe that Your Login ID, Password,, Device or other means to access Your accounts has been lost or stolen or that

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someone may attempt to use Mobile Banking without Your consent, or has transferred money without Your permission, You must notify Us promptly via Online Banking secure messaging, or by phone by calling Customer Service Call Center at 800-949-5666. .

7. Security Procedures

In addition to all other security procedures provided herein, You covenant and agree with Us that You shall install and maintain up to date security with respect to all computers and/or internet-enabled devices You use to access the Online Banking Services including without limitation implementation and maintenance of commercial virus, mal-ware and firewall protections and other appropriate security with respect to software maintained or used by You. You should check for updates to your security systems often to ensure that You have the most up to date protection.

8. Mobile User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would:

- a) Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- b) Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to use of Mobile Banking to impersonate another person or entity;
- c) Violate any law, statute, ordinance or regulation (including, but not limited to those governing export control, consumer protection, unfair competition, discrimination or false advertising);
- d) Be false, misleading or inaccurate;
- e) Create liability for Us or Our affiliates or service providers, or cause Us to lose (in whole or in part) the services of any of Our service providers;
- f) Be defamatory, libelous, unlawfully threatening or unlawfully harassing;
- g) Potentially be perceived as illegal, offensive or objectionable;
- h) Interfere with or disrupt computer networks connected to Mobile Banking;
- i) Interfere with or disrupt the use of Mobile Banking by any other user: or
- j) Use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems or accounts of others.

9. No Commercial Use or Re-Sale

You agree that Mobile Banking is only for the personal or business use of individuals authorized to access Your accounts with Us. You agree not to make any commercial use of Mobile Banking (other than the conduct of transactions related to Your accounts and provided under the Mobile Banking service) or resell, lease, rent or distribute access to Mobile Banking.

10. Proprietary Rights

You are permitted to use content delivered to You through Mobile Banking only on or in connection with Mobile Banking. You may not copy, reproduce, distribute or create derivative works from this content. Further, You agree not to reverse engineer any Mobile Banking technology, including, but not limited to, any Device applications associated with Mobile Banking.

11. Indemnification

Unless caused by Our intentional misconduct or gross negligence, You agree to indemnify, defend and hold harmless Us, Our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors 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 (a) a third party claim, dispute, action or allegation of infringement, misuse, or misappropriation based

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on information, data, files, or otherwise in connection with Mobile Banking: (b) Your violation of any law or rights of a third party; or (c) Your use, or use of a third party under Your direction, authorization or control of Mobile Banking.

12. Mobile Banking Limitations

The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including Your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, of Your Device. Neither We nor any of Our service providers warrants that Mobile Banking services will meet Your requirements, operate without interruption or be error-free, and neither We nor Our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings.

Neither We nor any of Our service providers assumes responsibility for the operation, security, functionality or availability of any Device or mobile network which You utilize to access Mobile Banking.

13. No Warranty

THE SERVICES AND ANY APPLICATIONS OR SOFTWARE ARE PROVIDED “AS IS,” “WITH ALL FAULTS”. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, VIRUSES, OR THE ACCURACY OR FREEDOM FROM ERROR, OF THE DATA OR PROGRAM USED BY OR FURNISHED TO US OR TO YOU BY ANY THIRD PARTY SERVICE PROVIDER OR OTHERS, IN CONNECTION WITH ANY SOFTWARE OR SERVICES PROVIDED TO YOU PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AGAINST INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANY OTHER PARTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT BY EITHER YOU OR US AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR OR AFFILIATE OF US. WE DO NOT AND CANNOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT ERRORS, OR THAT THE SERVICE WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

14. Mobile Banking Cancellation

You may cancel Your participation in Mobile Banking. You may do so by accessing Online Banking and revoking Your Mobile Authorization via the Mobile Preference menu. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend Your access to Mobile Banking at any time without notice and for any reason, including, but not limited to, Your non-use of the Mobile Banking service. You agree that We will not be liable to You or any third party for any change or cancellation of Mobile Banking.

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Online Banking Agreement - Security

1) Online Login ID and Password

You will be asked to choose Your online Login ID and Password, which You will use to obtain access to Your Online Accounts and Services. Your Password must be different from Your Login ID. You authorize Us to follow any instructions entered through Online Banking or Mobile Banking using Your Login ID and Password. Because Your Login ID and Password can be used to access money in Your account(s) and to access information about these account(s) you should treat Your Login ID and Password with the same degree of care and secrecy that you use to protect Your ATM PIN code or other sensitive personal data. We may ask You to change Your Login ID and Password from time to time for security reason. We may also issue you temporary passwords from time to time in the event that You lose or forget Your Password. In the event that We issue a temporary password to You for use in connection with any Online Banking Services, you agree to promptly change the same to a Password selected by You upon Your first use of the Online Banking Services thereafter. You agree not to allow anyone to gain access to the Online Banking Service or to let anyone know Your Password used with the Online Banking Services. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

2) If Your Password has been lost or stolen

Telephoning the bank is the best way of minimizing Your losses.

If Your Password has been lost or stolen,

- Call Customer Service at 800-949-5666. Customer Service is available Monday through Friday, 9:00 a.m. – 6:00 p.m. on Business Days.

3) Sharing Your Login ID and Password

You agree not to give or make available Your Login ID, Password, or account number(s) to any person who is not authorized to access Your account(s). If someone to whom You have granted authority to use Your Login ID and Password exceeds such authority, You are fully liable for all transfers and payments made by such person until You have notified Us that You have terminated the authority granted to such persons and have given Us a reasonable period of time to act upon such notice. We may require that You put such notice in writing. Upon receipt of such notice, We may require You to immediately change Your Login ID and Password, and to identify the person or persons You believe to have exceeded such authority. You agree to fully cooperate with Us, at Your expense, in the event of an investigation and potential prosecution of any person who has obtained and used Your Login ID and Password without Your authorization. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR LOGIN ID AND PASSWORD WITH RESPECT TO THE ONLINE BANKING SERVICE, AND YOU SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL PROCEDURES YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN ALL CIRCUMSTANCES.** We shall have no obligation, liability or control, either directly or indirectly, over said security and control procedures or Your failure to maintain such security and control procedures.

4) Security Procedures

In addition to all other security procedures provided herein, You covenant and agree with Us that You shall install and maintain up to date security with respect to all computers and/or internet-enabled devices You use to access the Online Banking Services including without limitation

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implementation and maintenance of commercial virus, mal-ware and firewall protections and other appropriate security with respect to software maintained or used by You. You should check for updates to your security systems often to ensure that You have the most up to date protection.

Online Banking – Limitations and Liabilities

1) Electronic Mail

If You send Us an electronic mail message (“e-mail”), We will be deemed to have received it on the following Business Day. We will have a reasonable time to act on Your e-mail.

You should not rely on e-mail if You need to communicate with Us immediately. For example, if You need to report an unauthorized transaction from one of Your accounts or if You need to stop a payment that is scheduled to occur, you should contact Us promptly as follows:

- Call Customer Service at 800-949-5666. Customer Service is available Monday through Friday, 9:00 a.m. – 6:00 p.m., except on Federal holidays.

You agree that We may respond to You by electronic mail with regard to any matter related to Online Banking Services, including responding to any claim that You make of unauthorized electronic funds transfer. Any such electronic mail sent to You by Us shall be considered received within three (3) days of the date sent by the Bank regardless of whether or not You log-on to the Online Banking Service within that time frame.

2) Limitation of Liability

In no event shall Our Online Banking, or Our Bill Pay Service Provider be liable to You for any damages, including lost profits, lost savings, or other direct or indirect, incidental, special or consequential damages arising out of the use or inability to use the Online Banking or Bill Pay Services and documentation, or for any claim by another party, for any inaccuracy, act or failure to act on the part of any person not within Our control, any ambiguity in the instructions given to Us, negligence or misconduct by You or any of Your authorized representatives acting on Your behalf, any other error, acts or omissions involved in a funds transfer, or any failure or delay caused by circumstances beyond Our control such as strikes, civil unrest, inoperability of communication facilities, or natural disaster. You acknowledge that Online Banking is an alternate entry system for accessing account information and conducting transactions between You and Us. You shall be solely responsible for protecting against unauthorized access to the Online Banking Service through the use of physical security, passwords and other security procedures including but not limited to changing passwords frequently, using a secure internet connection, using up-to-date virus protection, spyware protection and firewall protection as well as other security measures to guard against malware and system intrusions. Online Banking should not be accessed from unsecure public networks like those available in airports, libraries, coffee shops and elsewhere.

Online Banking - Bill Payment Service

1) Enrollment / Agreement

The “Bill Payment Service” permits You to use Your Internet-enabled device to direct payments from Your designated Bill Pay Account to third parties You wish to pay. All payments You make will be deducted from the account that You designate as Your Bill Pay Account for the Bill Payment Service. The Bill Payment Service may be subject to fees, see the Bank’s Schedule of Fees for more information. You may enroll in the Bill Pay Service via the Online Banking Service. Users enrolling in Bill Pay Service will be presented with the Terms and Conditions of the Bill Payment Service. By clicking “I Accept”, You agree to be bound by these Terms and Conditions.

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Inactivity; Termination

1) Responsibility

You are responsible for complying with all the terms of this agreement and with the terms of the agreement governing the accounts which You access using Online Banking Services. Unless otherwise required by applicable law, either You or We may terminate this agreement and/or your access to any account or other service offered through the Online Banking Service, in whole or in part, at any time without notice. Without limiting any other right to terminate this agreement as herein provided, We can terminate Your electronic banking privileges (including the Bill Payment Service), in whole or in part, under this agreement without notice to You if You do not pay any fee required by this agreement or otherwise with respect to any linked account when due or if You do not comply with the agreement governing Your deposit or loan accounts or Your accounts are not maintained in good standing. We will promptly notify You if We terminate this Agreement or Your use of any Online Banking Services for any other reason. If You do not sign on to the Online Banking Service or Bill Payment Service or have any transaction scheduled through the Bill Payment Services during a consecutive six (6) month period, We may delete Your account. If Your account is deleted, you must contact Us to have the service reactivated before you will be able to schedule any transaction through the services. If reactivated, the then current terms of this agreement will control. The termination of this agreement will not terminate Your obligations or Our rights arising under this agreement before such termination. Access to any account or other service through the Online Banking Service, in whole or in part, may be suspended and/or reinstated by Us, at Our discretion, at any time. All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

Minimum PC / Browser Requirements

1) Minimum User Hardware and Connection Requirements

- Standard PC or Macintosh® with at least 1GHz processor and 1 GB of RAM Available browser updates applied for improved security and greater anti-virus and spyware protection

Microsoft ® Windows® 7/8/ Vista SP2 or Mac OS-X

Note: Microsoft stopped providing support, including security updates, for Windows XP and XP-compatible Internet Explorer (IE) in April 2014. XP users who do not upgrade their operating systems should replace IE with Google Chrome for an Up-to-date and secure internet browser.

- Cable, DSL or ISDN Internet connection (Dial-up connections are not supported.)
- Supported browser for consumer or commercial users
- Available browser updates applied for improved security and greater anti-virus and spyware protection.
- A valid email address and telephone number
- Mobile Devices function best when the GPS or native mapping app (Location Services) is enabled.

Mobile features below are not compatible with our Mobile Apps:

- Operating System: iOS (versions earlier than 6.0) or Android (versions older than 2.3), Windows® Phone, Blackberry®, Kindle Fire™
- Camera (megapixels) – less than 1.9 megapixels

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*NOTE: Satellite cable connections often have difficulty supporting encrypted (HTTPS) applications. Because Online Banking is HTTPS encrypted for the safety of Your financial information, some satellite cable connections may exhibit slow response.

2) Minimum Browser Requirements

Browser support is subject to change with little to no notice and we encourage you to configure your browser for automatic browser updates. Use the most recent browsers available for the most secure experience. If you try to log on without the recommended browser, you will be redirected to the browser website to download a new version of the browser.

NOTE: For the most secure and consistent experience on mobile devices and tablets, use our APP instead of browsers. See our website www.usameribank.com for browser compatible.

Third Party Account Management Software

The following third-party account management software is compatible with UUX/Treasury Release:

Microsoft Money®

We are aware that some online users are able to export their Account History successfully to the most recent versions of Microsoft Money. However, Microsoft itself no longer supports those products; therefore we cannot guarantee the reliability of exports to them. The use of Microsoft Money with our data is solely at the user's discretion.

Intuit® Quicken® and Intuit QuickBooks®

Supported versions of Quicken and QuickBooks are dependent on the financial institution's contract with Intuit. Mac OS X operating system does not support Quicken 2005, 2006 or 2007 for Mac. Quicken users on Mac OS X require Quicken Essentials 2010 for Mac. Our online vendor tested Quicken Essentials on OS 10.7 and verified that it is a viable option for us to offer end users in combination with our products.

To the extent that You use any of the foregoing or any other software performing similar functions (collectively, "Financial Management Software"), You are responsible for obtaining a valid and separate license agreement with the provider of Your Financial Management Software. Your license agreement with the provider of Your Financial Management Software may restrict the duration of your online access; We will not be liable for any such limitations or restrictions.

You understand and agree that:

- not all of the information in Your accounts can be downloaded into Your Financial Management Software;
- information You can download may not include all of Your account activity;
- statements generated by Us are the official record of account transactions, positions and balances, and that the information You download is for tracking purposes only and should not be considered an official record;
- the account information will not necessarily reflect banking and financial transactions that have not yet been completed or settled and will only reflect the account information in your accounts at the exact point in time that You download the information;
- account information in Your accounts may reflect transactions as of a prior time period and may not be current as of the point in time that You download such information;

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- the account information that you download to Your Financial Management Software will not be automatically updated by Us, and that You will have to update the Eligible Account information by downloading more current information from Your accounts;
- the account information may include information you have provided to Us and that You are solely responsible for the accuracy of this information; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the account information in your Financial Management Software, which, for example, as stated above, may not be the most updated information and may not include pending transactions.

You further understand and agree that (i) You assume all risk that any account information you download and store in your Financial Management Software may be accessed by unauthorized third parties; (ii) if You send the information in a manner that is not secure, or if You take the account information out of Our secure systems by downloading it, We are no longer responsible for the security and confidentiality of that information, and that the responsibility is now Yours (or may be shared with others, such as Your Financial Management Software provider); and (iii) We are not responsible for the security and confidentiality of the account information if You (a) use wireless connections to download Your account information, in which case You acknowledge such connection may permit other persons to access the information being downloaded, or (b) allow other persons access to your Financial Management Software. You agree that any account information that You download is done at Your own risk and You are solely responsible for any damage that might occur to the computer (or other electronic device) to which You download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.