



Civista Bank's Digital Banking Terms and Conditions Online and Mobile Banking Services

Civista Bank Digital Banking

By enrolling in the Civista Bank Digital Banking Service ("Digital Banking"), you agree to the addition of the following to the Rules for Personal Accounts or Rules for Business Accounts (in either case, the "Rules") governing your Accounts. Terms not otherwise defined have the meanings given to them in the Rules. Digital Banking allows you to transfer funds and review Account activity using a personal computer, tablet, phone, or other internet enabled access device ("Device"). Please read these additional rules carefully and retain them for your records. We have the right to change the Rules at any time by notice mailed or emailed to you at the last address or email address shown for you, as defined below, on our records as provided in the Rules, or as otherwise permitted by law.

Civista Bank Digital Banking Bill Pay Service

By enrolling in the Civista Bank Online Bill Payment Service ("Bill Pay"), you agree to the addition of the following to the Rules for Personal Accounts or Rules for Business Accounts (in either case, the "Rules") governing your Accounts in accordance with your Depository Agreement and Disclosures. Terms not otherwise defined have the meanings given to them in the Rules. Bill Pay allows you to pay bills and send money to other people using a Device. Please read these additional rules carefully and retain them for your records. We have the right to change the Rules at any time by notice mailed or emailed to you at the last address or email address shown for your checking account on our records as provided in the Rules, or as otherwise permitted by law.

In order to enroll in Bill Pay, you must also be enrolled in Digital Banking. All of the rules applicable to Digital Banking are also applicable to Bill Pay, except as otherwise provided below.

Digital Banking

Section 1. Digital Banking Definitions

"Account(s)" means the deposit, loan and other accounts you have at Civista Bank to which you have access through Digital Banking. "Business Days" are Monday through Friday, except bank holidays. "You" and "your" refers to the person(s) or entity subscribing to or authorized to use Digital Banking; "we", "us", "our", and "bank" refers to Civista Bank.

Section 2. Digital Banking Use

Digital Banking is an electronic banking service available to you through a Device using an access method specified in Section 3. You may use Digital Banking to check the balance and recent activity of each of your Accounts and to transfer funds between your Eligible Accounts (see Section 5).

The unlimited number of Accounts to which you may have access through Digital Banking are your checking accounts, savings accounts, installment loan accounts, mortgage loan accounts, home equity accounts, line of credit accounts, certificate of deposit accounts and individual retirement accounts.



Section 3. Digital Banking Access Methods

We support the current and prior major releases of Microsoft® Internet Explorer, Microsoft Edge, Mozilla Firefox, Safari (Apple/Mac users only) and Google Chrome. The internet web site for Digital Banking is located at “<http://www.civista.bank>” or such other internet addresses as we may provide. If at any time you wish to add an Account or remove an Account, you may notify us at 419-627-4587 or 1-844-842-0268 or use the “Contact Us” option through the Digital Banking platform.

Section 4. Your Digital Banking Logon ID and Password

You will be required to use a Logon ID assigned to or selected by you, as well as a password selected by you, each time you log-in to use Digital Banking. You agree that we may rely on your Logon ID, password and other security procedures, as further described below and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use Digital Banking (“Security Procedures”). You agree to protect the Security Procedures to prevent unauthorized use.

Your access to Digital Banking will be locked for a 24-hour period in the event your Logon ID or password is entered incorrectly three consecutive access attempts. If this occurs, please call us at 419-627-4587 or toll-free at 1-844-842-0268.

Because your Logon ID and password can be used to access money in any of your linked Accounts and to access information about any of your linked Accounts, you should treat your Logon ID and password with the same degree of care and secrecy that you use to protect other sensitive financial data. You agree not to give your Logon ID or password, or make them available, to any other person.

Section 5. Digital Banking Account Transfers

Transfers may be made between Eligible Accounts. An “Eligible Account” is an Account linked to Digital Banking that does not have withdrawal restrictions, such as a certificate of deposit. To schedule a transfer of funds between Eligible Accounts, you must provide the Eligible Accounts from and to which the transfer is to be made and the amount to be transferred. Each transfer must be in an amount not less than \$.01 and not more than the established limit for your Online Banking Group. Any attempted transfer which exceeds that available balance in the Eligible Account from which the funds are to be transferred will not be made.

After you send the transfer instructions, you will receive a confirmation number (“Confirmation Number”). The Confirmation Number will help us resolve any questions you may have concerning a transfer.

Section 6. Timing of Digital Banking Account Transfers

Transfers of available funds may be made any day at any time. Transfers made after 7 p.m. Eastern Standard Time on any Business Day or on any non-business day will be processed on the next Business Day.

Section 7. Reviewing Digital Banking Account Transfers

Digital Banking automatically includes records of past transfers as part of your Account activity that can be displayed online. You can also download up to ninety (90) days of Account history, including transfers, to your Device.



Section 8. Digital Banking Account Balance Inquiries

You may use Digital Banking to check the balances and recent activity of your Accounts. The balance shown by Digital Banking may not be your actual current balance. It may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges, or items in process.

Section 9. Account Statements

All of your transfers made through Digital Banking will appear on your monthly Account statement(s). The transfer amount and date will be reflected for each transfer made through Digital Banking.

Section 10. Electronic Mail Messages with Digital Banking

Digital Banking provides you with the ability to send electronic mail messages within the service to communicate confidential information to us. Please remember that electronic mail messages sent through Digital Banking may not be immediately received by us. If you need to contact us immediately, please see Section 15.

Section 11. Digital Banking Fees

Digital Banking is available at no charge. This may be amended from time to time in accordance with the Rules. All other fees applicable to your Accounts remain in effect.

Section 12. Digital Banking Equipment

We are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power or telephone service; (b) disconnection of your telephone service by your local telephone company or from deficiencies in your line quality; or (c) any defect or malfunction of your Device or telephone service or internet provider. We are not responsible for any products or services relating to your Device, other than those specified herein. We also are not responsible for any damage to your Device or other property resulting from the use of Digital Banking including any damage resulting from a virus.

Section 13. Digital Banking Hours of Operation

Digital Banking is available seven (7) days a week 24 hours a day, except during maintenance periods or periods during which Digital Banking otherwise is not operable.

Section 14. Your Rights and Liabilities Related to Digital Banking

Your rights and liabilities regarding losses that occur because your Digital Banking Logon ID or password is used without your permission, or with respect to errors, are outlined in the Account Terms and Conditions for Personal Accounts in the section titled "Electronic Funds Transfers Disclosure Statement" ("Account Disclosures"). In all other cases, or to expedite notice to us rather than using the number and address specified in the Account Disclosures, and to have your questions answered directly, contact us by one of the following methods:



- Call Civista Bank Electronic Banking at 419-627-4587 or toll free at 1-844-842-0268;
- Write to us at 303 Howard Drive, P.O. Box 5016, Sandusky, OH 44871- 5016;
- Send electronic mail messages to us from within Digital Banking using the “Contact Us” option;
- Send an e-mail to us via the Internet at info@civista.bank.

Section 15. Termination of Digital Banking

You may terminate your use of Digital Banking by:

- Calling Civista Bank Electronic Banking at 419-627-4587 or toll free at 1-844-842-0268;
- Writing to us at 303 Howard Drive, P.O. Box 5016, Sandusky, OH 44871-5016;
- Sending electronic mail messages to us from within Digital Banking using the “Contact Us” option;
- Sending an e-mail to us via the internet at info@civista.bank.

You must notify us at least ten (10) Business Days prior to the date on which you wish to have your enrollment in Digital Banking terminated. We may require that your request be in writing.

We may terminate at any time your access to Digital Banking, in whole or in part, for any reason without prior notice. Your access to Digital Banking will be terminated automatically if all your Accounts accessed through Digital Banking are closed or if you have not accessed Digital Banking in the last 365 days. Termination will not affect your liability or obligations for transfers we have processed on your behalf.

Section 16. Limitations of Liability

Except as otherwise provided herein or by law, we are not responsible for any loss, injury, or damage, whether direct or indirect, special, or consequential, caused by Digital Banking or your use of Digital Banking, or arising in any way out of the installation, use, or maintenance of Digital Banking or a third-party financial program or software.

Digital Banking Bill Pay

Section 1. Bill Pay Definitions

“Account(s)” means the deposit, loan and other accounts you have at Civista Bank to which you have access through Digital Banking. “Business Days” are Monday through Friday, except bank holidays. “You” and “your” refers to the person(s) or entity subscribing to or authorized to use Digital Banking; “we”, “us”, “our”, and “bank” refers to Civista Bank.



Section 2. Access to Bill Pay

To access the Bill Pay feature, click on “Bill Pay” in the Civista Digital Banking platform.

Section 3. Setting Up Bill Pay Payments

You may make payments through Bill Pay to us and to any other business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and that has a U.S. address and phone number (“Business Payee”). You may also make payments through Bill Pay to individuals, family, or friends for non-business purposes. **Payments may be made only to payees with a U.S. payment address. You may not make a payment of alimony, settlement of brokerage accounts, child support, taxes, or any other governmental fees or court-directed payments through Bill Pay.**

You must provide sufficient information about each payee (“Payee Information”), and such other information as we may request from time to time, to properly direct a payment to that payee and to permit a Business Payee to identify the correct account (“Payee Account”) to credit with your payment. This information may include, among other things, the name and address of the payee and your Business Payee account number. Your Payee Information and any additions, deletions, and changes to Payee Information are entered directly on your Device. Your Payee Information can be retrieved at your convenience. Because there is always a possibility that the Payee Information may be lost or accidentally destroyed, you should keep a copy of your Payee Information somewhere other than your Device, so that you may readily retrieve it.

You may have unlimited payees.

After a Bill Pay Payment, you will receive a confirmation number (“Confirmation Number”). The Confirmation Number will help us resolve any questions you may have concerning a payment.

Section 4. Scheduling Bill Pay Payments

All payments are made from your designated checking account. To schedule a payment, you must provide the name of your payee, the amount of your payment, and the date or dates on which you want your payment to be scheduled. Any attempted payment that exceeds the available balance in your designated checking account may be rejected.

You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same payee on the same Business Day for the same amount.

At the end of each Bill Pay request, you will see a Confirmation Number. The Confirmation Number will help us resolve any questions you may have concerning a payment.

Section 5. Bill Pay Scheduling and Payment Processing

Although you can enter payment instructions through Bill Pay (seven (7) days a week, 24 hours a day), excluding maintenance and other availability windows, payments will be “processed” only on Business Days. Funds will be withdrawn from your designated checking account by an ACH payment on or within two days after a scheduled payment date. Payments made by check will be debited on the day the check returns to the bank for processing. We may remit your payments by mailing your payee a check, by an electronic payment method, or by other means. Because of the time it takes to transmit your payment to your payees, they will not receive payment on the



day your transaction is initiated. Therefore, in order to provide sufficient time for payments to be received by your payees, the date on which payment is scheduled must be at least 10 to 14 Business Days prior to the date your payment is due for payments made by check, and at least three (3) Business Days prior to the date your payment is due for electronic payments. You should allow additional time for the first payment you send to a payee through Bill Pay to allow the payee to adjust to the new form of payment.

Section 6. Timing of Bill Pay Payments

(a) One-Time Payments

If you schedule a one-time payment for a Non-Business Day, your payment will be initiated on the next Business Day.

(b) Recurring Payments

You may schedule payments that do not vary in amount to initiate automatically on a regular schedule of your choice.

If you choose a day near the end of the month for a recurring payment that does not exist in a particular month, then the payment will be initiated on the last Business Day in that month. If the scheduled recurring payment falls on a day which is not a business Day in a particular month, the payment may be initiated on the prior Business Day.

Section 7. Canceling or Changing Bill Pay Payments

You may use Bill Pay to change both the amount and the scheduled payment date of any scheduled payment. A scheduled payment may be canceled, changed, or rescheduled in this manner the day before the payment date.

Section 8. Reviewing Bill Pay Payments

Bill Pay automatically includes records of past transfers as part of your account activity that can be displayed online. You can also download up to an 18-month account history, including transfers, to your Device.

Section 9. Bill Pay Payment Liability

We will not be liable for failure to complete a transaction if:

- Through no fault of ours, you do not have sufficient available funds in your designated checking account to make the payment.
- The payment would exceed the credit limit on your overdraft line, if applicable.
- The date and/or time settings on your Device are incorrect.
- Your Device was not working properly.



- The Payee Information necessary to complete the payment stored on your Device and/or Civista Bank Digital Banking platform systems has been lost.
- A payee mishandles or delays crediting payments sent by us.
- You have not provided the correct payee name, address, Confirmation Number, Payee Information or payment amount.
- Circumstances beyond our control (such as fire, flood, failure of third party equipment or software, or delay in the U.S. Mail) prevent the proper completion of the payment despite reasonable precautions by us to avoid those circumstances.
- You fail to properly instruct initiation of your payment.
- You fail to confirm that your payment instructions were transmitted to us.
- The payee, prior to the due date, has not published the late payment fee or penalty, or its method of calculation.

Except as otherwise provided herein or by law, we are not responsible for any loss, injury, or damage, whether direct or indirect, special, or consequential, caused by Bill Pay or your use of Bill Pay, or arising in any way out of the installation, use, or maintenance of Bill Pay or a third-party financial program or software.

Section 10. Account Statements

All of your payments made through Bill Pay will appear on your monthly Account statement(s). The payee name, payment amount, and date will be reflected for each payment made through Bill Pay.

Section 11. Effect of Termination on Scheduled Bill Pay Payments

If you have scheduled payments with a scheduled payment date within the ten-day termination period, you must separately cancel those payments. If we have not completed processing of your termination request and you have not otherwise canceled such a payment, you will be responsible for that payment.

Civista Bank
Electronic Banking
303 Howard Drive P.O. Box 5016
Sandusky, OH 44871-5016

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 419-627-4587

1-844-842-0268

More detailed information available upon request.



Mobile Deposit

This Disclosure contains the Terms and Conditions for the use of Civista (“Civista” or “We” or “Us”) Bank’s Mobile Deposit service. Other agreements customer (“User”) has entered into with or disclosures User has received from Civista Bank, including the Depository Agreement and Disclosures governing User’s account, are incorporated by reference and made a part of this Disclosure as well.

1. **Service.** The Mobile Deposit service (“Service”) is designed to allow User to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing images of checks and delivering the images and associated deposit information to Civista Bank. Wireless carrier charges may apply. Each check deposited is a separate deposit transaction.
2. **Acceptance of these Terms.** User’s use of the Service constitutes User’s acceptance of this Disclosure and the Terms and Conditions contained within. This Disclosure is subject to change from time to time. We will make reasonable efforts to notify User of any material change via updates to this Disclosure and its Terms and Conditions and additional online acceptance thereof by User. User’s continued use of the Service will indicate User’s acceptance of the revised Disclosure and its Terms and Conditions. Further, Civista reserves the right, in its sole discretion, to change, modify, add, or remove aspects of the Service. User’s continued use of the Service will indicate acceptance of any such changes to the Service.
3. **Use by Authorized Users.** Subject to the Terms and Conditions of this Disclosure and except as otherwise required by applicable law, Users that are a business (“Business”) shall only permit those authorized representative(s) as designated on Business’ Corporate Resolutions on file with the Bank, or such other authorized designated user to access and/or utilize the Service. Said designated users must be appointed in writing and communicated to the Bank beforehand. This written designation is required in order for those authorized to access and utilize the Service via the Business’s online/mobile banking personal identification number (PIN). The Bank retains the right and discretion to determine and further approve authorized users.
4. **Limitations of Service.** In order to offer the Service, Civista relies upon software and processing service from third party vendors. When using the Service, User may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that User may incur. There are qualification requirements for use of the Service, and we reserve the right to change the user qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or use of the Service, in whole or in part, immediately and at any time without prior notice to User.
5. **Eligible Items.** User is required to capture the image of and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”), for which disclosures were provided when User’s deposit account was opened. The image of the check transmitted to Civista shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Ohio. User will not use the Service to scan and deposit any checks or other items as shown below:
 - a. Checks or items containing an alteration to any of the fields on the front of the check or item, or which are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - b. Checks or items previously converted to a substitute check, as defined in Reg CC.
 - c. Checks or items drawn on a financial institution located outside the United States.
 - d. Checks or items that are remotely created checks, as defined in Reg CC.



- e. Checks or items not payable in United States currency.
 - f. Checks or items dated more than 6 months prior to the date of deposit.
 - g. Checks or items prohibited by Civista's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Civista account.
 - h. Travelers' Checks
 - i. Insurance Claim Checks
6. **Image Quality.** The image of an item transmitted to Civista using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
 7. **Endorsements and Procedures.** Any item deposited through the Service will be properly endorsed on the back by the payee and will be endorsed by User or User's authorized representative (if a business), as applicable, if User is not the payee, or endorsed as otherwise instructed by Civista. User is to review and follow any and all other procedures and instructions for use of the Service as Civista may establish from time to time, which will be posted on Civista's website. User is required to endorse any item transmitted through the Service as "For Mobile Deposit Only" or as otherwise instructed by the Bank.
 8. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when User receives a confirmation from Civista that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or has been credited to the relevant account.
 9. **Availability of Funds.** User understands that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Service will be available after Civista receives payment for the funds submitted. Civista may make such funds available sooner based on such factors as length and extent of User's relationship with us, transaction and experience information, and such other factors as Civista, in its sole discretion, deems relevant.
 10. **Disposal of Transmitted Items.** Upon User's receipt of a confirmation from Civista that we have received the image of an item, User shall prominently mark the item as "Electronically Presented" or "VOID", and then properly destroy the item. It is further required that, after receipt of confirmation, User will not present the item again. User will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Civista as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Civista's audit purposes.
 11. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that User transmits using the Service and to modify such limits from time to time.
 12. **Hardware and Software.** In order to use the Service, User must obtain and maintain, at User's sole cost and expense, compatible hardware and software as specified by Civista from time to time. Please visit www.civista.bank for current hardware and software specifications. Civista is not responsible for any third party software User may need to use in order to utilize the Service. Any such software is accepted by User as is and is subject to the terms and conditions of the software agreement User may enter into directly with the third party software provider.
 13. **Errors.** User is required to notify Civista of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Civista account statement is



sent. Unless User notifies Civista within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and User shall have no ability to bring a claim against Civista for such alleged error and is barred from doing so.

14. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Civista's sole discretion subject to the Depository Agreement and Disclosures governing User's account.
15. **Ownership & License.** Civista retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Use of the Service is subject to and conditioned upon User's complete compliance with these Terms and Conditions herein. Without limiting the effect of the foregoing, any failure to comply with the Terms and Conditions herein will immediately terminate User's right to use the Service. Without limiting the foregoing, User may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Civista's business interest, or (iii) to Civista's actual or potential economic disadvantage in any aspect in accordance with this Disclosure. User may not copy, reproduce, distribute or create derivative works from the content and will not reverse engineer or reverse compile any of the technology used to provide the Service.
16. **Disclaimer of Warranties.** USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT USER'S SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET USER'S REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.
17. **LIMITATION OF LIABILITY.** WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY USER OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CIVISTA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. USER'S EXCLUSIVE REMEDY IN THE EVENT OF ANY CLAIM AGAINST CIVISTA IS CORRECTION OF ANY ERROR TO APPLICABLE DEPOSIT(S).
18. **User Warranties. User warrants that:**
 - a. User will only transmit eligible items.
 - b. Images will meet the image quality standards.
 - c. User will not transmit duplicate items.
 - d. After depositing an item using the Service, User will not deposit or re-present the original item.
 - e. All information provided to Civista is accurate and true.
 - f. User will comply with this Disclosure and all applicable terms, conditions, rules, laws and regulations.
 - g. User will indemnify and hold harmless Civista from any loss related to breach of this warranty provision.
19. **Force Majeure.** Civista will not be responsible for any failure or delay related to the Service due to causes that are beyond the reasonable control of Civista, including acts of God, pandemic, fire, floods, lightning, utility failures, earthquakes, war, acts of public enemy, riots, insurrections, acts of terrorism, legal restrictions, and performance failures by third parties.



20. **Compliance with Laws.** User is aware that User and, in the case of a Business User, its officers, directors and employees, will submit only lawful checks for processing. User will comply with all existing and future procedures used by the Bank in implementing the Service. User will comply with and be bound by all applicable federal, state, and local laws, rules and regulations affecting the use of the Service, including but not limited to, rules and procedural guidelines established by any Governmental Authority and any other clearing house or other organization of which the Bank is a member or to which rules the Bank is bound. These laws, procedures, rules, regulations, and definitions (collectively, the “Laws”) shall be incorporated herein by reference. In the event of conflict between the terms of this Disclosure and the Laws with respect to the Service, the Laws will control.

User further understands and warrants that the Service will not be used for money-laundering, terror financing or other financial crimes, or any other illegal purposes, including those purposes covered by the Bank Secrecy Act and/or the USA PATRIOT ACT. User also warrants that it will not violate the sanctions laws administered by the Office of Foreign Assets Control (“OFAC”) and shall not act on behalf of, or transmit funds to or from, any party subject to such sanctions, or in violation of any laws related thereto. User may obtain compliance information directly from the Financial Crimes Enforcement Network (“FinCEN”) (<http://www.fincen.gov>) or from OFAC (www.treasury.gov) or its Compliance Hotline at (800) 540-6322.

21. **Cooperation with Investigation; Legal Process.** User will cooperate with Us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in User’s possession or under User’s control and User’s records relating to such items and transmissions. In addition, should the Bank at any time be served with a subpoena, warrant, order or other request from a court, Governmental Authority or other third party for information or records concerning this Agreement, the Service, User, or in the case of a business User, one of User’s employees, or any check, or with a levy or garnishment of any of User’s bank accounts, the Bank shall follow (and may rely on absolutely) the advice of its legal counsel as to the appropriate response to such subpoena, warrant, request, levy, order or garnishment, and shall have no liability or responsibility whatsoever to User for doing so even if such advice shall turn out to have been mistaken. User understands and is subject to the foregoing and recognizes that the Bank’s current policy (which is subject to change based on advice of legal counsel) is to comply with any such subpoena, warrant, request, order, levy or garnishment as concerns information, records, funds or checks to the fullest extent possible.
22. **Termination.** User may, by written request, terminate the Service provided for in this Disclosure and its Terms and Conditions. We may terminate or suspend the Service, in whole or in part, or User’s use of the Service, at any time. In the event of termination of the Service, User will remain liable for all transactions performed or pending upon User’s account.
23. **Severability.** A determination that any provision of this Disclosure is unenforceable or invalid shall not render any other provision of this Disclosure unenforceable or invalid. The rights of the Bank under this Disclosure are cumulative of all other rights the Bank may have by law or otherwise.
24. **Governing Law.** This Disclosure shall be governed by the laws of the State of Ohio and of the United States, and any rule or regulation of the State of Ohio or a federal agency having jurisdiction over the Bank. User hereby voluntarily waives all right to trial by jury. User voluntarily waives any and all sovereign immunity rights or defenses it may have in regard to this Disclosure.

25. **Bankruptcy.** In the event of the commencement of any proceeding under any bankruptcy or insolvency Member FDIC



laws by or against User, User will not oppose or object to any motion by the Bank seeking relief from the automatic stay provisions of such laws.

26. **Jurisdiction and Venue.** Subject to the Bank's right under this Disclosure, or any other agreement between User and the Bank or Bank's affiliates, or any other disclosure provided by Bank to elect arbitration for the resolution of any claim, dispute, or controversy arising hereunder, in the event that either party commences legal action seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Disclosure, the parties: (i) understand that any such action may be commenced only in a court of competent subject-matter jurisdiction in Erie County, Ohio; (ii) consent to venue and personal jurisdiction in such a court; and (iii) waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding. The parties further (A) understand that process in any such suit, action, or proceeding may be served by mailing a copy thereof by certified mail, return receipt requested, to the other party at the notice address on record, and (B) waive any defense of insufficiency of service of such process.
27. **Arbitration.** User acknowledges and accepts that any dispute, claim, or controversy under this Disclosure may be arbitrated pursuant to the Rules of the American Arbitration Association ("AAA") then in effect, at the Bank's election. Any arbitration proceedings shall be confidential. User acknowledges that in any such dispute, claim, or controversy, arbitrated as described above, the arbitration award will be the sole and exclusive remedy of the prevailing party regarding any and all claims, counterclaims, or issues. Judgment upon any award rendered by any arbitrator may be entered in any court of competent jurisdiction. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. The prevailing party in any such arbitration, as well as any legal action necessary to enforce any arbitration award, shall be entitled to an award of all reasonable expenses, costs, and attorneys' fees incurred in connection with such arbitration and/or enforcement proceeding. Notwithstanding, nothing herein shall limit or restrict the Bank's right to seek legal or injunctive relief from any court of competent jurisdiction against Users for any dispute, claim, or controversy arising from this Disclosure.