



ONLINE BANKING AGREEMENT

Last Review Date: April 23, 2018

PURPOSE AND CONTENTS

General

This document outlines the IFEB's Online Banking Terms and Agreements formalized and approved by the Board of Directors of **International Financial Enterprise Bank, Inc.** on [Pending].

Table of Contents

1. General Terms Applicable to all Users	2
2. Agreement; Services	2
3. Computer Equipment; Browser Access and Internet Services	3
4. Passwords	3
5. Notices	4
6. New Features.....	4
7. Services Fees	4
8. Limitation of Liability; No Warranties	4
9. Other Agreements.....	5
10. Termination; Availability	5
11. Disputes.....	5
12. Binding Arbitration	5
13. Indemnity.....	6
14. Records; Communications	6
15. Special Provision for Business Customers.....	7
16. Site Links.....	7
17. Choice of Law/Successors; Waiver; Severability	7
18. Risk of Loss.....	8
19. Mobile Services.....	8
20. Identity and Location Verification	8
21. Alerts and Mobile Text Services	9
22. Account Information	9
23. Our Right to Review Funds Processing.....	9
24. Payments and Transfers	9

Main Office

The Hato Rey Center
268 Ponce de Leon Ave.
Suite 1012
San Juan, PR 00918

Compliance

2251 Vantage Street
Suite 400
Dallas, TX 75207

T. 214-739-2424

E. compliance@ifeb.bank
www.ifeb.bank

25. Additional Terms Applicable only to Payments and Transfers from Consumer Accounts.....	18
26. Our Guarantees.....	20
27. Additional Terms Applicable only to Payments and Transfers from Business Accounts.....	20

Effective Date

All employees of International Financial Enterprise Bank, Inc., referenced throughout this policy as the "Bank" or "IFEB", must comply with the terms of this policy immediately. Managers, employees and technical personnel must modify system configurations and procedures, if necessary, to comply with the terms of this policy within 90 days of the Board of Directors' approval of this document.

ONLINE BANKING TERMS AND AGREEMENTS

1. General Terms Applicable to all Users

This Services Agreement ("Agreement") states the terms and conditions that govern your use of information, tools, software, features and functionality including content, updates and new releases (together the "Service" or "Services") whether via www.ifeb.bank (the "Website") or our mobile application (the "App"). As used herein, the terms "Bank", "IFEB", "us," "we," or "our" means International Financial Enterprise Bank, Inc., or the affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee the we may, at our sole discretion, involve in the provision of the Services; "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and "Card" refers to the credit or debit card issued by us.

Products and services described, as well as associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all products and services are offered at all locations. By offering this Services and information, products or services via the Services, we make no distribution or solicitation to any person to use the Services or such information, products or services in jurisdictions where the provision of the Services and such information, products or services is prohibited by law.

NOTE: If you are a IFEB prepaid account holder, some products and services may not be available to you via the Services.

2. Agreement: Services

When you use or access or permit any other person(s) or entity to use or access Services, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within the Services (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Services. Your use of the Services after we have made such changes available will be considered your agreement to the change.

The Services are an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Services as well as any Software in object code. Any Software provided through the Services must be downloaded by you in the United States. You agree not to use the Services for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Services without our prior written consent. You further agree not to use the Services to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Services from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Services from one of these countries may result in your access being restricted and/or terminated.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Services, or use the Services to develop similar functionality; (b) copy any portion of the Services, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Services or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Services; or (e) otherwise exercise any other right to the Services not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Services. No license or other right in or to the Services is granted to you except for the rights specifically set forth in this Agreement.

3. Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Services. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Services, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Services for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third-party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

4. Passwords

We may at our option change the parameters for the password used to access the Services ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Services. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Services, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Services. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection

credit line, or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Services or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Services without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-833-623-6021 or email at customerservice@ifeb.bank.

5. Notices

You agree that by using the Services, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Services may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

6. New Features

We may, from time to time, introduce new features to the Services or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

7. Services Fees

General access to the Services is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Services. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or modify fees and will notify you when we do so.

You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Services. If you use personal financial management software to access your accounts (such as Quicken® or Quickbooks®), a fee may be charged for the use of those services and additional service terms and conditions may apply.

8. Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU

UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

9. Other Agreements

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, or any end user license agreements ("EULA") provided in conjunction with your use of the Software, the terms of your account agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

10. Termination; Availability

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Services, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Services for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Services and delete any applicable copies.

Not all of the products or services, or functionality of those products and services, described on the Site(s) are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

11. Disputes

In the event of a dispute arising under or relating in any way to this Agreement or to the Services provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

12. Binding Arbitration

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE

AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before JAMS or the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms may be obtained from, and Claims made may be filed with JAMS (800.352.5267 or jamsadr.com) or the American Arbitration Association, (800-778-7879 or www.adr.org). Arbitration hearings shall be held at a place within the federal judicial district that includes your address at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

13. Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Services and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Services or the use of the Services by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

14. Records; Communications

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Services.

You agree to provide a valid e-mail address so that we may send you certain information related to the Services. As part of the Services, you agree we may send you emails regarding benefits and features that you have a right to receive in connection with the Services. To service and manage any of your account(s), or the services offered through the Services, we may contact you at any telephone number or email address you provide or any number where we believe we may reach you. When you give us your mobile phone number, we have your permission to contact you at that number about all your IFEB accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

You agree that you will not transmit securities trade orders or any other transactional instructions to us using electronic mail. You acknowledge that we will not act upon orders or instructions transmitted through electronic mail and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by electronic mail within the time frame contemplated by you.

Please note that upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

15. Special Provision for Business Customers

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Services only and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ of the entity to which that Password has been assigned.

16. Site Links

The Sites may contain links to other third-party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third-party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

17. Choice of Law/Successors; Waiver; Severability

This Agreement and its enforcement shall be governed by the applicable laws of the Commonwealth of Puerto Rico, the State of Texas, and/or applicable federal law (including the Federal Arbitration Act) as the same are applied to agreements entered into and to be performed in the Commonwealth of Puerto Rico, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

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

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted

by law.

18. Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

19. Mobile Services

Your enrollment in the Services may include access to some products and services through IFEB Services. By using the Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Services and Site(s) without the use of a mobile device. Information available directly through the Services and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Services without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

20. Identity and Location Verification

You authorize us to request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include, among others, name, billing address, email,

and phone number.

21. Alerts and Mobile Text Services

Your enrollment in the Services includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. **To cancel the Text Services, send STOP to 226563.** For help or information on the Text Services, send HELP to 226563. For additional assistance with the Alerts and Text Services, contact customer service at 1-833-623-6021 or customerservice@ifeb.bank.

22. Account Information

Account information provided to you as part of the Services is not the official record of your account or its activity. Your account statement, furnished to you by us in electronic format, or in paper format if you are enrolled in paper statements service, will remain the official record. The Services information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

23. Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using the Services, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

24. Payments and Transfers

24.1 General Terms Applicable Payments and Transfers

You may use the Services to make one-time or repeating payments to companies, merchants, individuals or IFEB Loans or Credit Accounts, or to transfer funds between your eligible

accounts held by us or between an eligible account held by us and an External Account ("Payments and Transfers"). When you use, or allow another to use, the Services to send instructions to us to make payments or transfers through the Services, you agree to the terms and conditions set forth in the following Sections. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Agreement. You also agree that once a Payment or Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Payment or Transfer.

All of your payments and transfers made through Payment and Transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Services may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services including, but not limited to, the online wire transfer service; payroll and tax payment services. Please refer to the agreements and documentation that you receive for those services for that information.

Note: Any transfer made from any of your savings accounts by using the Services is a restricted transfer subject to certain limitations. Please refer to our Deposit Account Agreement or other terms and conditions governing your account for full details. Additionally, External Transfers made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder.

You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit accounts, prepaid accounts) and other products that may be accessed via Payments and Transfers, including without limitation, your Deposit Account Agreement, or other terms and conditions governing your account, mortgage, auto, installment loan, or line of credit agreements. In the event of a conflict between the terms applicable to the Payments and Transfers section of this Agreement and such other agreements, these Payments and Transfers terms and conditions shall control.

Note: Not all accounts are eligible for Payments and Transfers. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories of recipients to whom Payments and Transfers may be made in our sole discretion.

A. Definitions

As used in this Agreement, the following terms have the meaning set forth below.

- "Business Day" refers to Monday through Friday, excluding federal holidays. For purposes of transfers to or from Investment Accounts via Internal Transfers, "Business Day" also excludes Good Friday.
- "Cancelled" means when a payment or transfer will neither be processed nor sent for any reason;
- "IFEB Loan or Credit Account" means one of our credit or loan accounts (including, but not limited to, a mortgage, auto or student loan or credit card) held in your name that has been added as a Payee;
- "Current Day" refers to payments or transfers from an account held by us that are scheduled with a present day Send On date, or the next Business Day if scheduled after the Cutoff Time;
- "Cutoff Time" means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled "Cutoff Times" for additional details;
- "Deliver By date" means the date you would like your payment or transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee;
- "Delivery Method" means the way your payment is transmitted (i.e., either electronically or via check);
- "Draft" means checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under Bill Pay;

- "External Account" means checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit or prepaid account, or line of credit, mortgage, installment loan or auto account who is authorized to access the Services;
- "External Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, to or from accounts not held by us;
- "From Account" means an eligible account from which a transfer is being requested by you through Payments and Transfers, including from a reloadable, prepaid account established under the IFEB Liquid® Card program ("IFEB Liquid Card");
- "Funded" means when a payment amount has been withdrawn from the available balance or available credit of your Pay From account or when an amount to be transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account;
- "Funding Failed" means when a payment or transfer will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the appropriate Pay From account or From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted transfer from your External Account could not be completed;
- "Funds Needed" means when an Instruction made through Payments and Transfers is not processed because the respective Pay From account or From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds;
- "Future Dated" means Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and transfers;
- "Instructions" means the information provided by you to us for a bill payment or transfer to be delivered to the Payee, IFEB Loan or Credit Account or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date);
- "Internal Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, between two eligible accounts held by us;
- "Payee" means the merchant or other person or entity to whom you designate a payment to be directed;
- "Pay From account" means an eligible deposit or prepaid account, you maintain with us from which payments will be made;
- "Payment date" means the date you would like your payment sent, including payment to your IFEB Loan or Credit Account;
- "Pending" means any Instruction that you have requested to be made that has not started to process and has not been Cancelled by you;
- "Primary Account" means the checking or prepaid account, if eligible, you designate for paying any potential monthly service-fees;
- "Repeating " means automatic bill payments or transfers to the same Payee or To Account, respectively, for the same amount which you can authorize for transmission;
- "Send On date" means the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On date may or may not be the date funds are withdrawn from your Pay From account;
- "Sent" means the status of a Payment or Transfer where the funds have been debited from the applicable account, but which Payment or Transfer has not yet been posted to the account;
- "To Account" means, the account to which a transfer is being requested by you via Payments and Transfers;
- "Transfer date" means the date we will begin the delivery process for transfers made via the Internal Transfer Service, or the External Transfer Service, this is the date the transfer request will be sent;
- "Transfers" means, collectively, Internal and External Transfers.

B. Disclosure of Account Information to Third Parties



We may disclose information to third parties about your account or the payments and transfers you make:

1. as necessary to complete transactions.
2. in connection with the investigation of any claim you initiate.
3. to comply with government agency or court orders.
4. in accordance with your written permission.
5. as otherwise permitted by the terms of our privacy policy.

Our privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your account. It can be viewed by clicking on the "Privacy" link on any of our website pages.

C. Cutoff Times

Cutoff Times to **schedule** Payments and Transfers are as follows in Central Standard Time ("CT"):

Transfers **to** or **from** IFEB deposit accounts:

- 5:00 PM CT on any Business Day for Internal Transfers
- 3:00 PM CT on any Business Day for External Transfers

Transfers **from** IFEB line of credit accounts:

- 5:00 PM CT any day for Internal Transfers to a IFEB checking or prepaid account
- 3:00 PM CT on any Business Day for External Transfers

Payments **to** IFEB mortgage loans:

- 5:00 PM CT on any Business Day for payments **from** a IFEB checking or prepaid account
- 3:00 PM CT on any Business Day for payments **from** a non-IFEB checking account

Payments **to** IFEB home equity or personal loan or line of credit accounts:

- 5:00 PM CT on any day for payments **from** a IFEB checking or prepaid account, with the exception of Future Dated payments, which can be made by 11:59 PM CT on any Business Day.
- 3:00 PM CT on any Business Day for payments **from** a non-IFEB checking account

Payments **to** IFEB auto loan or lease accounts:

- 5:00 PM CT on any Business Day for payments **from** a IFEB checking or prepaid account
- 3:00 PM CT on any Business Day for payments **from** a non-IFEB checking account

Transfers **to** or **from** Investment Accounts:

- 3:30 PM CT on any Business Day for initiating a Current Day Transfer **to** Investment Accounts
- 3:00 PM CT on any Business Day for initiating a Current Day Transfer **from** Investment Accounts

Cutoff Times to **Cancel** Payments and Transfers are as follows in Central Standard Time ("CT"):

Payments **to** a IFEB home equity or personal loan or line of credit account:

- 5:00 PM CT for same day payments from a IFEB deposit or prepaid account, if the payment was scheduled prior to 8:00 PM CT
- 11:00 PM CT for same day payments from a IFEB deposit or prepaid account, if the payment was scheduled after 8:00 PM CT
- 3:00 PM CT on the Payment date for Future Dated payments from a IFEB deposit or prepaid account or a non-IFEB checking account

Payments **to** IFEB mortgage loans:

- 5:00 PM CT on any Business Day for payments **from** a IFEB checking or prepaid account



- 3:00 PM CT on any Business Day for payments **from** a non-IFEB checking account

Payments to IFEB auto loan or lease accounts:

- 5:00 PM CT on any Business Day for payments **from** a IFEB checking or prepaid account
- 3:00 PM CT on any Business Day for payments **from** a non-IFEB checking account

Transfers to or from IFEB deposit accounts:

- 5:00 PM CT on any Business Day for Future Dated Internal Transfers, except as provided below
- Once you initiate a same day Internal Transfer, you have must call IFEB Customer Service at 214-739-2424 to stop or cancel such transfer.
- 3:00 PM CT on any Business Day for External Transfers

Transfers from IFEB line of credit accounts:

- 5:00 PM CT any day for Internal Transfers to a IFEB checking or prepaid account
- Once you initiate a same day Internal Transfer, you have must call IFEB Customer Service at 214-739-2424 to stop or cancel such transfer.
- 3:00 PM CT on any Business Day for External Transfers

If you wish to Cancel a payment or Transfer, you should cancel your transaction online.

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. If you enter Instructions after the Cutoff Time with a Send On date that is the Current Day or next Business Day, we may initiate the Transfer process immediately, which means the Transfer may be Funded prior to the requested Send On date.

D. Service Fees

Unless otherwise noted in your account agreement, we do not charge a monthly service fee for Payments or Transfers. If we process a payment or transfer in accordance with your Instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement or other applicable agreement. We are not responsible for any payment or transfer request if there isn't enough money in the designated Pay From or From Account.

E. Repeating Payments and Transfers

Repeating payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month, or on the prior Business Day if the regular Send On date or Transfer date falls on a non-Business Day. Repeating payments and transfers will be deducted from your Pay From account or From Account, on the Send On date or Transfer date, as applicable. In order to authorize a Repeating payment or transfer, you agree to have means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transaction on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you order us to stop a Repeating payment or transfer three (3) Business Days or more before the Send On date or Transfer date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Services, you may also call or write online customer service at the phone number or address set forth in the paragraph entitled "Your Liability for Unauthorized Transfers or Payments". If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Repeating transfers are not available for Investment transfers.

Some IFEB Loan and Credit Accounts will allow you to set up automatic payments. Automatic payments differ from repeating payments in that automatic payments are triggered based on the associated billing date and the payment amount may vary each month. Terms and



conditions for automatic payments to IFEB Loan and Credit Accounts will be presented to you at the time you set up the payments.

24.2 Transfers

A. General Terms Applicable to Transfers

You authorize us to charge your designated From Account for all transfers of funds that you initiate, and you agree to have sufficient funds or available credit in your From Account on the Transfer date for each such transfer you schedule. Except with regard to certain Transfers to and from Investment Accounts, if there are insufficient available funds (or available credit) to cover a Current Day transfer, we will not retry the transaction and the transfer will be immediately rejected. In the case of Future Dated transfers, if sufficient funds are not in your account on the Transfer date, we will automatically try to debit your account up to two (2) more times on each of the two (2) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the transfer request will be Cancelled. A status of "Funding Failed" will appear online. We will send a message to your secure message center on the Services advising you of each failed attempt to transfer from your From Account.

B. Internal Transfers

Internal Transfers can be used to transfer funds between your eligible accounts held by us, or to make a payment from an eligible account held by us to a IFEB Loan or Credit Account. To make Internal Transfers, you must have at least two eligible accounts with us between which you may transfer money. Notwithstanding the foregoing, the eligible accounts from which a payment can be made to a IFEB Loan or Credit Account do not include a IFEB home equity line of credit or other line of credit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom Internal Transfers may be made in our sole discretion.

- i You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; or (B) your credit limit, to the extent applicable. If you have selected a home equity line of credit secured by Texas homestead property as your From Account, the minimum allowed through Transfers is \$4,000.00, to the extent eligible. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled. If your From Account is a IFEB home equity line of credit, to the extent eligible, you may make Internal Transfers up to a maximum amount of (A) \$100,000 daily; or (B) your available balance.
- ii Transfers between eligible deposit and prepaid accounts held by us: Current Day transfers between eligible deposit and prepaid accounts held by us that are made before the Cutoff Time will be processed immediately and the transferred funds will be available the same day to cover all transfers. Funds transferred to deposit or prepaid accounts held by us and made after the Cutoff Time on the Current Day or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers, however the funds will not be available to cover other payments such as paper checks until the next Business Day. Repeating transfers will be paid on the same calendar day of each transfer period, or on the prior Business Day if the regular Transfer date falls on a non-Business Day. Future Dated transfers (including Repeating transfer(s) from deposit and prepaid accounts held by us) will be deducted from your From Account on the Transfer date.
- iii Transfers from line of credit accounts held by us: Current Day money transfers from line of credit accounts held by us or IFEB Liquid Cards will be reflected in your account as soon as we receive the transfer request. The minimum or maximum you will be able to withdraw via Transfers is subject to the terms of your existing credit agreements with us. Future Dated and Repeating Transfers cannot be made from line of credit accounts with us.

C. External Transfers

External Transfers can be used to transfer funds between an eligible account held by us and an External Account. To initiate External Transfers, you must have at least one eligible deposit or prepaid account, line of credit, mortgage, installment loan or auto loan account with us. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion.

- i If your From Account is a IFEB home equity line of credit, to the extent eligible, you may make External Transfers up to a maximum amount of (A) \$100,000 daily.
- ii Transfers between eligible deposit or prepaid deposit accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers **to** an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By date. Transfers **from** External Accounts are subject to the processing times of the financial institution holding your External Account. Instructions for transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On date.
- iii Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or prepaid account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you.

24.3 Payments

A. General Terms Applicable to Payments

- i Your responsibilities: You authorize us to remove funds from your designated Pay From account for all payments that you initiate, and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. Please note that if you have IFEB Overdraft Protection for your Pay From account, available funds in the account that you use for overdraft protection are included in the determination of available funds for the Service. If there are insufficient available funds to cover a Current Day payment, we will not retry the payment and it will be immediately rejected. If sufficient funds are not in your account to cover a Current Day payment, we will not retry the transaction and the payment will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On or Payment date we may reject the request, or accept the request and process the payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). In the alternative, if sufficient available credit or funds are not in your account on the Send On date or Payment date, we will automatically try to debit your account up to two (2) more times on each of the two (2) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the payment request will be Cancelled. A status of "Funding Failed" will appear. We will send you a message to

your secure message center on the Services advising you of each failed attempt to debit your Pay From account. You agree that we may, at our option, follow your Instructions to make payments to a Payee, even though a charge to or a debit from your Pay From account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any other of your accounts for the amount of the overdraft.

- ii WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.

B. Bill Payments

Bill Payment can be used to make one-time or repeating payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (the "Bill Payment"). You must have an eligible checking account, with us in order to make bill payments. The eligible accounts from which a Bill Payment can be made do not include a IFEB home equity line of credit or other line of credit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom Bill Payments may be made in our sole discretion.

- i Description of Services: To make Bill Payments, you must maintain an eligible checking account, with us and designate one of your eligible accounts with us as your Pay From account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **you agree not to use Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.** The minimum Bill Payment allowed is normally \$0.01. The maximum total dollar amount of all Bill Payments is \$100,000.00 in the aggregate attributable to any Business Day. To use Bill Payments, you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by the screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through Bill Payments. You further authorize us to update or change any of your Payee information as requested or provided by your Payee. When we receive a payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From account. You authorize us to charge your designated Pay From account for all payments that you authorize through Bill Payments. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Drafts drawn on your Pay From account and/or electronically debit your Pay From account for the purpose of making payments. We are authorized to accept any Draft drawn on the Pay From account on presentment and charge the Pay From account even though it does not bear your signature where such Draft has been issued as part of Bill Payments. Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.
- ii Because your payment Instructions are transmitted to us on your computer or mobile device, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.

- iii Delivery Method: We remit two types of payments on your behalf to your Payees - electronic and paper check, depending on your Payees determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled.
- iv The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent payments. In addition, if an electronic payment is undeliverable the payment may be resubmitted by check. We will notify you via e-mail of a change to a Delivery Method for Pending payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your payment, otherwise you will not be notified of Delivery Method changes. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments arising from changes in your Payee's Delivery Method are explicitly excluded from coverage of our Guarantee as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.
- v While it is anticipated that most transactions will be delivered by the Deliver By date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.
- vi Canceling Bill Payments: You may cancel any Pending or Funded bill payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your Pay From account by the following Business Day. You may not stop a bill payment after the Cutoff Time has passed.

C. Payments to IFEB Loans or Credit Accounts

- (i) Payments to IFEB Mortgage or Auto Loan or Lease Accounts: Only Business Days may be chosen as Payment dates and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.
- (ii) Payments to IFEB Home Equity or Personal Loan or Line of Credit Accounts: Same day payments using a IFEB deposit or prepaid account made before the Cutoff Time as stated above on any day will be credited with the date the payment is submitted. Only Business Days may be chosen as Payment dates for Future Dated payments or payments made using a non-IFEB checking account and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.
- (iii) Payments to a IFEB Loan or Credit Account from an account held by us may be made in amounts of up to the available balance in your Pay From account (plus

any available balance in any associated overdraft protection account) per day.

Note: Payments to IFEB credit card accounts have separate payment options and terms that will be displayed at the time Instructions are provided by you.

D. Duplicate Payments

If you submit a duplicate Bill Payment request, an error message may be displayed on our website, but you may choose to bypass the message and schedule the payment. If you submit a duplicate payment to IFEB Loan or Credit Account, an error message may be displayed, and such duplicate payments may not be permitted. No error message will be displayed for duplicate payments made through different methods (e.g., Bill Pay and PFM) and the payments will be processed as normal.

WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE'S REFUSAL TO RETURN ANY DUPLICATE PAYMENTS MADE AS A RESULT OF SOFTWARE CHANGES THAT YOU DIRECT.

E. Stale Dated Payments

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we will notify you and credit your Pay From account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period.

F. Merchant or Payee Limitation

We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments or payments to Payees located outside the United States, each of which is prohibited under this Agreement.

25. Additional Terms Applicable only to Payments and Transfers from Consumer Accounts

A consumer account is one that is used primarily for personal, family or household purposes. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit or other credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts.

25.1 Your Liability for Unauthorized Transfers or Payments

If you permit other persons to use Payments and Transfers or your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-214-739-2424 or by email to security@ifeb.bank.**

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your

deposit or prepaid accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

25.2 Our Liability for Failure to Complete Payments and Transfers

If we do not complete a transfer or payment to or from a consumer deposit or prepaid account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such account.
- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- D. The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfer.
- E. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

25.3 Errors and Questions about Payments and Transfers

If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this Agreement.

For personal accounts only, the following procedures apply: We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than 30 days before the date of the suspected error, the 10-Business-Day period is extended to 20 Business Days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 Business Days. If we do not receive it within 10 Business Days, we may not credit your balance.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

26. Our Guarantees

26.1 The Online and Mobile Banking Guarantee

In the event that money is removed from your consumer deposit accounts (i.e., checking or savings) or prepaid accounts with us without your authorization through Payments or Transfers, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction. (See the paragraph entitled "Your Liability for Unauthorized Transfers or Payments", above governing "Your Liability for Unauthorized Transfers.")

26.2 The Bill Pay Guarantee –Payments to a IFEB Loan or Credit Account made from a IFEB checking account

If we ever cause processing delays of your online or mobile bill payments or online or mobile payments to a IFEB Loan or Credit Account made from a IFEB checking account, we will cover 100% of those fees. This guarantee covers everything within our control. Our guarantee does not cover losses, which you cause, or payment processing delays, which are not caused by us or within our control, such as:

- Your failure to make your payment request by the Cutoff Time sufficiently in advance of the Payee's due date for the payment to arrive on time (before the grace period begins)
- Your input errors or errors made by your Payees
- Your negligent handling of User Ids and Passwords
- Your failure to completely log out of the Services or logging in to the Services and leaving your computer or mobile device unattended
- Your failure to notify us of any suspected unauthorized transaction from your Account, or theft of your ID or Password within the time periods specified in this Agreement and your account agreement. If you suspect any suspicious activity on your account with us, notify us immediately at 1-214-739-2424.
- Your failure to follow the procedures or to otherwise fail to use the Services in accordance with the terms of this Agreement.
- Your Payee's change to the Delivery Method resulting in an increase in processing time for your payments or your Payee mishandles or delays processing or posting a payment.

As a precondition to this guarantee, you agree not to enter into any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures or otherwise fail to use Payments and Transfers in accordance with the terms of this Agreement.

27. Additional Terms Applicable only to Payments and Transfers from Business Accounts

27.1 Linking Multiple Accounts – Business and Consumer

may use IFEB Online for Business Banking to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax

identification number which may be added to your business subscription with the agreement of each such business (a "Multiple-Business Subscription"). You may be permitted to link consumer accounts to your Services profile provided: (i) the authorized signer on the business account is also an authorized signer on the consumer accounts to be linked and (ii) the consumer account information provided during linkage is accurate and can be validated.

27.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only

You are responsible for all payments and transfers that are authorized using your Services Password. If you permit other persons to use the Services or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using Online Banking except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Payments and Transfer. Our liability in any case shall be limited to the amount of any money improperly transferred from your Pay From account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

27.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only

For business accounts, our practice is to follow the procedures described in Section 25.3 above, but we are not legally required to do so.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

IFEB, Inc is an Equal Opportunity Lender