

## Electronic Disclosure Consent and Online Banking and Bill Pay Agreement

Effective Date: October 9, 2018

TAB Bank  
Deposit Operations Department  
4185 Harrison Blvd  
Ogden, Utah 84403

(800) 355-3063  
[info@tabbank.com](mailto:info@tabbank.com)

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**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE  
ENROLLING IN THE SERVICE OR INITIATING ANY TRANSCATIONS**

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### **1. Scope of this Agreement**

This Agreement between you and TAB Bank 4185 Harrison Blvd., Ogden, Utah 84403 governs your use of our Online Banking and Bill Payment services (the "**Service**"). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

### **2. Accepting the Agreement**

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement. WHEN YOU CLICK ON THE "I ACCEPT THE DISCLAIMER" BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

Your consent to receive disclosures electronically will cover all online banking services you subscribe to and all online banking transactions you conduct, for as long as you remain a subscriber to the TAB Bank's online banking services. These services and transactions will include all of the services described in the Services set forth below, and to Bill Pay, External Account Transfers and any other online banking services you agree to by separate agreement. You may withdraw your consent to receive disclosures electronically by notifying us at 800-355-3063, in which case your Service will be terminated and you will not be able to conduct online banking transactions.

In order to keep notices and disclosures sent to you electronically, you must have the ability to print or save them to your computer. You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described below in Sections 4 and 5. To print, select the print function on your browser. Many of our disclosures are available in an Adobe Acrobat Portable Document Format (PDF) documents that you can save to your computer. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

Through online banking services, we provide disclosures electronically. Many of those disclosures will copy of this Agreement at any time. There will be no additional charge for paper copies of disclosures.

### **3. Definitions**

**Access ID** - means an Access Identification Code used to access the Online Banking Service.

**Agreement** - means these terms and conditions of the Online Banking and Bill Payment services.

**Authorized User** - is any individual whom you allow to use the Service or your Passcode or other means to access your Eligible Account(s).

**Bill Payment Service Provider** - refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, iPay Technologies.

**Billing Account** - is the account from which all Service fees will be debited. **Business Day** - refers to Monday through Friday, excluding federal holidays.

**Business Customer** - refers to anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested primarily for business purposes.

**Business Day Cutoff** - refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Mountain Time Zone. For posting purposes, we will process all transactions completed by 4:30 p.m. on the same Business Day. Transactions completed after 4:30 p.m. will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

**Communication** - means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

**Consumer** - refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

**Due Date** - is the date reflected on your Payee statement for which the Bill Payment is due. It is not the late date or grace period.

**Eligible Accounts** - means any one of your accounts to which we may allow access through the Service under this Agreement. Only NOW and Business Alliance accounts may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider.

You may request Internet access to any account to which you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH or wire transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the respective Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

**Financial Institution or Institution** - is TAB Bank.

**Joint Account** - is an Eligible Account that is added to the Service which is jointly held or has multiple signers.

**Passcode** - means your password that is known solely by you and not by this Financial Institution or our Service Providers that you use to access the Online Banking Service.

**Payee** - is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Payment Account** - is the NOW or Business Alliance account from which Bill Payments will be debited. You must be a legal owner or authorized signer of any Payment Account registered for the Service.

**Payment Instruction** - is the information provided by you to the Service for a Bill Payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

**Scheduled Payment** - is a Bill Payment that has been scheduled through the Service but has not begun processing.

**Scheduled Payment Date** - is the day you want your Payee to receive your Bill Payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**Service** - means the Online Banking, Bill Payment and Delivery services offered by TAB Bank through its Service Providers.

**Service Guarantee** - the amount this Financial Institution's Service Providers will bear responsibility for in accordance with the terms and conditions of this Agreement should a Bill Payment post after its Due Date.

**Service Provider** - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Online Banking, Bill Payment, and electronic Bill Delivery services.

**You and Your** - as used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the Eligible Accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

**We, Us, or Our** - as used within this Agreement, refer to TAB Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that TAB Bank may involve in the provision of the Service.

#### **4. Prerequisites for Enrolling in the Online Banking Service**

In order to enroll in the Online Banking Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be at least 18 years of age.
- Hardware and Software Equipment Requirements:
- You must have a computer and Internet browser that will support 128 bit encryption
- For security purposes, we recommend use of the most current version of popular browsers, such as Microsoft Internet Explorer, Mozilla/Firefox, Netscape Navigator/Communicator, or AOL's browser. The most current browser versions are typically more secure and will support 128 bit encryption. Browser upgrades are accessible on the Online Banking login page.
- Some features of the Online Banking Services may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive or other data storage device for downloading and saving information or printing disclosures.

- To view and retain your information and Communications, you will need Acrobat Reader software which is free by going to <http://get.adobe.com/reader/enterprise/>.
- You will also need an external e-mail address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times. Prior to enrolling in the Online Banking Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Online Banking Service and to retain a copy of this Agreement. If we revise hardware and software requirements, and if there is a material chance that impact your ability to access the Online Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

## **5. Electronic Disclosures**

In order to use our online banking services you must accept electronic delivery of the following documents and any future changes to those documents:

- Online Banking and Bill Pay Agreement
- All Product and Service Disclosures
- Periodic Statements
- History and Transaction Records
- Notices
- Privacy Policy
- Notices regarding changes in account terms and fees
- Adverse Action Notices
- Changes to Minimum Hardware and Software Requirements

The equipment necessary for accessing these types of disclosures electronically is described above in Section 4.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER ONLINE BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU AGREE TO KEEP YOUR E-MAIL ADDRESS AND ACCOUNT INFORMATION CURRENT AT ALL TIMES AND TO NOTIFY US IMMEDIATELY IF IT CHANGES. IF YOU FAIL TO UPDATE OR CORRECT YOUR E-MAIL ADDRESS TAB MAY FREEZE YOUR ACCOUNT UNTIL YOU CONTACT US AND PROVIDE CORRECTED INFORMATION. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE ONLINE BANKING SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending a letter to us at: TAB Bank, Attn: Account Maintenance Dept., 4185 Harrison Blvd, Ogden, UT 84403, or
- By contacting us at this phone number: 800-355-3063

If you send us a letter, please be sure to identify yourself and the applicable accounts. You should print or save a copy of all disclosures delivered electronically. Online Banking customers may request paper

copies of disclosures such as this Online Banking Agreement free of charge. As part of the enrollment process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can "opt-out" of electronic delivery on the "Statements" page within the Online Banking Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply. During anytime you are enrolled to receive e-statements, you may also request a paper copy of historical statements at the address listed above. See fee schedule for applicable charges.

If you enroll for e-statements and then later close your accounts with TAB Bank, your access to the Online Banking Service will also be terminated.

## **6. Basic Online Banking Services**

The basic features currently available through the Service include:

- Internet transactional detail and history
- Account Inquiries for balances, rates, etc.
- Copies of monthly account statements
- Transfers between your accounts at this Financial Institution
- e-mails via the Service's messaging system
- Secure File Transfers
- View loan balances
- Payments to loans at this Financial Institution
- Online check reorders
- Stop payments on checks that you have written
- Transaction downloads

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting our Deposit Operations Department or sending us a message through the Service. Bill Payment customers also have access to electronic e-Bills or Bill delivery.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

## **7. Other Basic Online Banking Features**

### **(A) Stop Payment Feature**

The stop payment feature within the Service is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your account. This feature provides a means to securely forward your stop payment requests to us for processing.

Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact our Customer Service Department directly via telephone at 800-355-3063.

The stop payment feature within the Service CANNOT be used to cancel Bill Payments.

There is typically a stop payment fee associated with this feature. Please refer to your account's applicable fee schedule for additional information or contact us at 800-355-3063. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request.

#### (B) Check Reorders, Address Change, Order Documents, E-Mail, & Secure File Delivery Services

Additional features within the Service include: check reorders, e-mails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate an e-mail to this Financial Institution. Generally, requests received through the Service's e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Customer Service Department at 800-355-3063.

We also offer a direct link for check reorders. This link will securely submit your reorder request directly to the check printer. In addition, you can request Bill Payment services. The secure file transfer feature within the Service provides a means for you to forward ACH files to this institution in a secure manner (commercial customers only). There may be additional fees associated with some of these services, such as when you reorder checks through the Service. Fees will be disclosed in our applicable account fee schedule and/or at the time of your request.

### **8. Commercial Online Banking Services**

Additional online features are currently available for Business Customers. These features may be subject to additional terms and conditions, and fees.

- ACH Credit and Debit Origination
- Domestic Wire Transfer Requests
- Direct Deposit Originations
- NACHA File Imports
- Balance Reporting
- Sub-User Administration
- Positive Pay
- Bill Payment

We may add or remove certain features and/or functionality from time-to-time. Business Customers interested in these services should contact us for additional information.

### **9. Fees**

Basic Online Banking Service: (view balances and account transfers) See your account(s) fee schedule(s)  
Bill Payment Fees: See your account(s) fee schedule(s)

Consumers: There are no monthly or transaction fees associated with the Bill Payment Service.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier. Any applicable fees will be charged regardless of whether the Online Banking Service was used during the billing cycle.

## **10. Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet or by calling our Customer Service Department at 800-355-3063. The Online enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Passcode during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Deposit Operations Department will verify the information you submit for accuracy and proper authorizations. In one to two business days, you will receive notification of your account activation. You may begin using the Service only after receipt of this information. Once you enroll in the Online Banking Service, there is no additional enrollment process to utilize a mobile device.

## **11. Linked Accounts**

When you first enroll for the Online Banking Service we will link all of your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 800-355-3063, option 4, extension 1771, or send us an e-mail message through the Service. Sole proprietors may link personal Consumer accounts to the Service.

If the Eligible Accounts added to the Service are jointly held or have multiple signers you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service.

If joint account holders use individual Access IDs, the Service may be identified separately.

## **12. Signature Requirements**

When any online transfer or other Payment Instruction is initiated through the Online Banking Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

## **13. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

## **14. Canceling or Changing Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending". In order to cancel or change a pending transfer, use the following procedures:

- Log in and make edits to the appropriate transaction.
- Edits must be made before 4:30 p.m. for transfers scheduled to be processed the same Business Day
- You may edit a pre-scheduled (future dated/automatic) transfer any time before 4:30 p.m. on the Business Day before the scheduled transfer date.
- For transfers, you can change the transfer amount to \$0.00, or
- If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

## **15. Transaction Limitations**

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled processing date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), during a given monthly statement period. Online account transfers and bill payments are counted toward the six permitted monthly transfers. Please refer to your original account agreement for excessive activity fees that may apply. Federal regulations currently place no limits on the number of transfers or Bill Payments from your accounts, therefore this financial institution currently limits the Bill Payment Service to only NOW and Business Alliance accounts.

## **16. Bill Payment Terms and Conditions**

### **(A) Bill Payment Scheduling**

The earliest possible Scheduled Payment Date will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **(B) The Bill Payment Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, this Financial Institution and/or its Service Providers will not bear any responsibility for any late payment or related charges should a Bill



Payment post after its Due Date unless it is a direct failure of the Financial Institution or the Service to process a payment in accordance to the terms of this Agreement.

#### (C) Payment Authorization and Payment Remittance

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Payee directives. When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another Authorized User of the Service.

(D) Payment Methods Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or an electronic to check payment.

#### (E) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

#### (F) Bill Payment Stop Payment Requests

We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability of this Financial Institution and its Service Provider to process a stop payment on a Bill Payment request that is already in process will depend on the payment method and whether or not the payment has cleared.

If you need to place a stop payment request on any Bill Payment that has already been processed, you must contact our Customer Service Department immediately by calling 800-355-3063.

We will make every effort to accommodate your request but we will have no liability for failing to do so unless the request is subject to the provisions contained in your account agreement or applicable law as it pertains to pre-authorized EFTs.

We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule. If we complete a stop payment request on your behalf, Bill Payment privileges may be suspended pending recovery of funds by our Service Provider(s).

#### (G) Returned Payments

In using the Service, you understand that Payees and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account

is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

#### (H) Bill Payment Information Authorization

Requests for Bill Payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service, you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Payee or your Financial Institution (for example, to resolve payment posting problems or for verification).

#### (I) Prohibited Payments

Payments to Payees outside of the United States or its territories are prohibited through the Service. Payments to Internet gambling sites are also prohibited through the Service.

#### (J) Exception Payments

You may access the Electronic Federal Tax Payment System through the Service to make Tax payments and court ordered payments. However, such payments are scheduled at your own risk. In no event shall this Financial Institution or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments.

#### (K) Payee Limitation

We reserve the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### (L) Failed Transactions

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from us or the Service. In such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
- You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
- We or Our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

### **17. E-Bill, Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

(A) Information Provided to the Payee

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by you; contact the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Payee, provide to the Payee your e-mail address, Service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

(B) Activation

Upon activation of the electronic bill feature, our Service Provider may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

(C) Notification

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of Electronic Bill Notification

The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. Our Bill Payment Service Provider will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(E) Non-Delivery of Electronic Bill(s)

You agree to hold harmless, this Financial Institution and its Service Providers should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

(F) Accuracy and Dispute of Electronic Bill

Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **18. Privacy**

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service and when we may disclose your account information to third parties. <https://www.tabbank.com/privacy/index.jsp>.

## **19. Internet Security**

The Online Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Online Banking Service, our Deposit Operations Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Online Banking Service.

*Access IDs and Passcodes* - One of the main security features protecting the Online Banking Service is the unique combination of your Access ID, Passcode, and Login Image and Phrase. During the enrollment process, you will be asked to select a unique Access ID and Passcode. For security purposes, do not use your account number or social security number as your Access ID. Encryption and access controls are used to protect your Passcode within our database. If you need to reset your Passcode, you may use our online automated Passcode reset feature or you may contact this Institution for assistance.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Passcode that is difficult to guess.
- You should not use words based on your name, address or other personal information.
- Numbers and special characters may be used to increase security.
- Do NOT use dictionary words in any language.
- Keep your Passcode safe.
- Memorize your Passcode and do NOT write it down.
- You should also change your Passcode occasionally, such as every 90 days.
- Passcodes should not be shared with anyone, even Authorized Users.
- The "Help" link within the Online Banking Service will offer tips on choosing a secure Passcode that you can remember.

When you enroll for the Online Banking Service you agree to change your Passcode immediately if you suspect that your Passcode has been compromised. This can be done at any time from the "Preferences" menu after you log on to the Online Banking Service.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, E-MAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR ACCESS ID, PASSCODE, CARD NUMBER, OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR DEPOSIT OPERATIONS DEPARTMENT IMMEDIATELY.

*Encryption:* The Online Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Online Banking Service. The Online Banking Service requires a browser that supports 128-bit encryption.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

*Certificate Authority:* The servers hosting the Online Banking Service have been certified by a certificate authority to assure you that you are actually talking to the Online Banking Service instead of someone pretending to be us. By clicking on the lock within the Online Banking Service, you can view the certificate to ensure it's valid.

*Cookies:* During your use of the Online Banking Service, our Online Banking Service Provider will pass an encrypted session cookie to your computer that enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. You must accept this cookie to use the Online Banking Service. The session cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. The session cookie does not contain any personal information. When you log off, close your browser, or turn off your machine, the session cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify this Institution and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Online Banking Service.

*Multi-Level Authentication:* We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

## **20. Your Security Obligations**

Security Procedure and User Guides. We may provide you with one or more numbers, passwords, tokens and/or other means of identification and authentication (collectively, "Credentials") to access Service. We also may provide you with operating procedures and user guides ("User Guides") in connection with Service. You agree to: (a) comply with the User Guides and procedures that we make available to you; (b) take reasonable steps to safeguard the confidentiality and security of the Credentials, the User Guide, and any other proprietary property or information we provide to you in connection with Service; (c) not share Credentials with any unauthorized individual; (d) closely and regularly monitor the activities of employees who access Service; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change your Credential if you know or suspect that the confidentiality of the Credential has been compromised in any way.

"Security Procedures" refers to the security procedures applicable to Service which are used by us for verifying the authenticity of transfers, instructions or payment orders received by us in connection with the Service and which are: (i) described in this Agreement, the User Guides and/or other documentation or written information provided to you by us regarding the use of Service and/or (ii) selected and

implemented by us from time to time. We reserve the right to modify existing Security Procedures agreed to by you or to add new Security Procedures. You will be provided written notice of such changes, and you may only reject such changes by terminating the Service and providing written notice regarding such termination to us. Your actual use of Service after such notice and after implementation of such modified or new Security Procedures constitutes your acceptance of such changes. You acknowledge and agree that the Security Procedures are not intended or designed for the detection of errors (e.g., duplicate payments or errors in your funds transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

By entering into this Agreement, and each time you send us a transfer, instruction or payment order through Service, you warrant that you have reviewed all available Security Procedures and that the applicable Security Procedures are a commercially reasonable method of verifying the authenticity of such transfers, instructions or payment orders (based on the normal size, type, and frequency of your transactions). You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate signed writing provided to us.

Certain Security Procedures are optional and may be accepted or rejected by you ("Optional Security Procedures"). As part of Service, you or authorized persons may be able to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls, your failure to accept and implement any Optional Security Procedures or any request by you that all or any part of a Security Procedure be curtailed, deactivated or otherwise modified (or any action taken by you which curtails, deactivates or otherwise modifies any Security Procedure) increases your exposure to, and responsibility for, unauthorized transactions. You agree that we may act upon and that you will be bound by any transfer, instruction or payment order we receive through any Service if we have acted in good faith and in compliance with applicable Security Procedures (including Optional Security Procedures, but only to the extent you accept and implement them) in verifying the authenticity of such transfer, instruction or payment order, even if not actually sent and/or authorized by you.

**YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY AND CONFIDENTIALITY OF YOUR PASSCODE.**

**YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.**

**NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.**

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet cafe or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Online Banking Service.

- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send Online Banking users' security related notices or reminders; it is your responsibility to read all security notices.

## **21. Protecting Your Passcode**

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Passcode or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Online Banking Service using a valid Access ID and Passcode, including those situations when your Access ID and Passcode are obtained due to compromise to your computer. If you permit other persons to use the Online Banking Service with your Passcode, or other means to access your account, you are responsible for any transactions they authorize.

If you believe your Passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Online Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling 800-355-3063.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE ONLINE BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Passcode change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

## **22. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction;

- The Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee;
- Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
- If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
- It can be shown that the Payee received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

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

### **23. Documentation and Verification of Payments and Transfers**

Information regarding Online Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

### **24. Errors and Questions**

For errors, questions, or consumer liability for unauthorized transfers, see your Account(s)/Card's applicable All About Your Deposit Account, or All About Your Business Alliance Account disclosure(s).

### **25. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

### **26. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or messages through the Service regarding important Online Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to



deliver this information to you. It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service or by contacting our Customer Service Department at 800-355-3063.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **27. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact our Customer Service Department

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking activity for 12 months or Bill Payment activity for a period of 2 consecutive months, accessibility may be automatically terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Customer Service Department.

## **28. Exclusions of Warranties and Limitation of Damages**

THE ONLINE BANKING SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE ONLINE BANKING SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE ONLINE BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING THE ONLINE BANKING SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE ONLINE BANKING SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING, BUT NOT LIMITED TO, THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE. THE FOREGOING SHALL CONSTITUTE TAB BANK'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL TAB BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE ONLINE BANKING SERVICE.

### **29. No Unlawful or Prohibited Use**

As a condition of using the Online Banking Service, you represent and warrant to us that you will not use Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Online Banking Service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **30. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent Contractors or other third parties.

### **31. No Waiver**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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.

### **32. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or Construction of any of the provisions of this Agreement.

### **33. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

#### **34. Waiver of Trial by Jury**

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BROUGHT BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING THIS AGREEMENT.

#### **35. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by TAB Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

#### **36. Governing Law and Relation to Other Agreements**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State Utah, without regard to its conflicts of law's provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts of law's provisions.

Electronic Enrollment: Proceed with Enrollment for the Service. By clicking on the "I accept" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.