



Digital Banking Service Agreement

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time on our website's Customer Education Page or type in URL www.americanbankusa.com/education-center to bring you directly to the page. To print any Disclosures, select File from the menu bar and then select Print. Select OK in the Print Setup box.

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1. Definitions. The following terms and definitions apply when used in this Agreement.

"**Account**" or "**Accounts**" means one or more deposit or loan Account that you have been given access to with us.

"**Account Access**" means your ability to access Account and transaction information on Accounts and transfer funds between Accounts through the Online Banking.

"**Account Agreement**" means the agreement between you and us that governs the use of your Account, including the Deposit Account Agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees.

"**Authorized Person**" refers to all individuals authorized by an Account Owner or authorized Signer to access Digital Banking Services and has the authority to transact business on the Account.

"**Bank, we, "us," and "our"** collectively means American Bank or affiliate which provides you services and any agent, independent contractor, designee, or assignee that we may at our discretion involve in the provision of the Digital Banking Service.

"**Bill Pay Account**" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Bill Pay Service.

"**Bill Pay Service**" digital feature that allows you to pay or transfer funds to designated Payee(s) based upon your instructions to us via Digital Banking. Bill Pay Service can be used to schedule one-time or recurring payments to utility companies, merchants, financial institutions, insurance companies, individuals, etc., within the United States to whom you wish to pay through the Bill Pay Service ("Bill Payment").

"**Biller**" is the person or entity you intend a bill payment to be directed or is the person or entity from which you receive electronic bills.

"**Billing Account**" is the checking account from which all bill pay service fees will be automatically debited.

"**Business Day(s)**" means Monday through Friday when the Bank is open for business. Federal Holidays are not included. Some online transaction deadlines may

vary from this definition.

"**Communication(s)**" includes but is not limited to Initial Disclosures, Notices, Account Statements, Terms and Conditions, and Privacy Statements or Notices.

"**Confidential Information**" includes but is not limited to Personal Identification Number (PIN), Debit Card Number, Account Number, Social Security Number, Tax Identification Number, Credentials, and any other non-public information or any other means to access your Accounts.

"**Credentials**" includes but is not limited to Access ID, Passcode, Security Questions and Answers, and Security Token.

"**Deposit**" refers to deposits made through the Mobile Banking Application.

"**Digital Banking Service**" collectively means American Bank Online Banking, Mobile Banking Application, Mobile Deposit Service, Bill Pay, Text Banking, and any applicable software products and associated documentation we may provide through those websites and mobile applications, or use of the products, services, or functionality offered through those websites and mobile applications.

"**Due Date**" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

"**Electronic**" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"**Eligible Account(s)**" means any one of your Account(s) to which we may allow access through the Digital Banking Service under this Agreement.

"**Interested Party**" refers to a partner, colleague, collaborator, etc.

"**Laser Draft Payment**" is a payment method similar to a check written by you on your Bill Pay Account. Payees should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds will be debited from your Bill Pay Account after the Payee receives and processes the Laser Draft Payment. As a result, the Bill Pay Service cannot control when your Bill Pay Account is debited for a Laser Draft Payment.

"**Mobile Device**" refers to your mobile telephone, computer, tablet, or other electronic device.

"**Passcode**" means the personal identification code that is assigned to you by us or selected by you for identification purposes in connection with the use of our Digital Banking Services.

"**Payee**" means any individual, financial institution, educational institution, company, merchant, or other entity you wish to pay using Digital Banking Services.

"**Payee Account**" is the account held by the Payee.

"**Payment**" means the remittance of funds, initiated through Digital Banking Service, from a Bill Pay Account to a Payee.

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

"**PC**" means a personal computer (including any personal data assistant or other wireless access devices) that meets the requirements for the use of Digital Banking Services.

"**Recurring Payments**" refers to payments scheduled for the same dollar amount and Scheduled Payment Date. They are set up with frequencies such as monthly, quarterly, semiannually, and annually, etc. Examples are auto loans, consumer loans, mortgage payments, and rent.

"**Scheduled Payment**" is a payment that has been scheduled through bill pay but has not begun processing.

"**Scheduled Payment Date**" is the Business Day you want your Payee to receive your bill payment and the day your Bill Pay Account will be debited funds. Suppose the Scheduled Payment Date falls on a non-Business Day. In that case, the transaction will occur on the previous Business Day.

"**Service Provider**" includes any agent, licensor, independent contractor, or subcontractor the Bank may involve in the provision of the Digital Banking Service.

"**Software**" collectively, the Digital Banking Service.

"**Third-Party Sites**" accounts maintained at third-party account providers' websites.

"**Transfer(s)**" means an internal transfer of funds, initiated through Digital Banking Service. Authorized Persons may transfer to and from eligible American Bank deposit Accounts.

"**Variable Payments**" have a payment amount and Scheduled Payment Date that may vary. It can also be a one-time payment or payments that are different for each Scheduled Payment Date. These types of payments usually include utility bills, credit card bills, and medical bills.

"**You**" and "**Your**" means an individual or entity that is the owner of an Account or an Authorized Person to view Account information.

Other definitions may be set forth elsewhere in this Agreement.

- 2. Agreement.** This Digital Banking Agreement ("Agreement") is between you and American Bank. This Agreement states the Terms and Conditions that govern your use of the Digital Banking Service ("Service"). When you use or access, or permit any other person(s) or entity to use or access the service, or download or use any Software, you agree to the Terms and Conditions. At any time, we may change or amend this Agreement at our sole discretion by posting updated Terms and Conditions on the Customer Education Page of our website, which you may visit directly at <https://www.americanbankusa.com/education-center>. After we have made such changes available, your use of the service will be considered your agreement to the change. If at any time you disagree with the Terms and Conditions discussed herein, please discontinue your use of the service. The service is for personal and/or business purposes only. It includes a nontransferable limited and revocable right to access and use the service, including any Software.

You agree not to attempt to log on to the Digital Banking Service 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. Attempting to log on to the service from one of these countries may result in your access being restricted or terminated.

- 3. Other Agreements.** You agree to be bound and comply with other written requirements we may furnish to you in connection with additional products accessed through this Digital Banking Service, including but not limited to account agreements and all applicable state laws and federal regulations.
- 4. Browser, Hardware, Software, and Other Equipment Requirements.** You are responsible for obtaining, installing, maintaining, and operating all browser, hardware, software, and other equipment necessary for you to access and use the Digital Banking Service. Your responsibility includes, but is not limited to, you utilizing up-to-date web-browsers, access devices, and the best

available encryption, antivirus-spyware, and internet security software. You are also responsible for obtaining your own personal computer, internet services, and any fees imposed by service providers. You understand and acknowledge that there are certain security, corruption, transmission error, computer virus, and access availability risks associated with using open internet networks. You understand and acknowledge that you are responsible for the data security of the browser, hardware, software, and other equipment used to access the service and for the transmission and receipt of information using such. You understand and acknowledge that you have requested the service for your convenience, have made your own independent assessment of the adequacy of the browser, hardware, software, and other equipment. We are not responsible for any computer viruses, problems, or errors that arise from the failure or malfunction of the browser, hardware, software, and other equipment. We are not responsible for notifying you of any upgrades or enhancements. We are not responsible for providing technical or other support related to browser capabilities, hardware, software, or other equipment. There are times we provide links to a third-party site suggesting you download software. We make no endorsement of any specific software, hardware, or other services. Your use may be subject to licensing or other agreements of the third-party provider. Any material downloaded or otherwise obtained is obtained at your discretion and risk. The Bank is not responsible for any damage to your computer or operating systems or for data loss that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures concerning your operating systems and protecting, securing, and backing up any data and information stored in or on your operating systems.

Electronic statements ("e-Statements") and other types of communications are available in PDF format only. You will need a program that accurately reads and displays PDF files such as Adobe® Reader®. To print e-Statements or other Communications found within Digital Banking, you must have a printer connected to your computer. When choosing to download any of this information, you must have sufficient hard-drive space. You accept responsibility for the secure storage of the digital file.

- 5. Security and Confidentiality of Financial Information.** The Digital Banking Service requires a computer or approved mobile device and internet access connected through an internet or mobile service provider with a Web Browser. To protect your financial information, you must connect to Digital Banking using an Internet browser that supports a minimum Transport Layer Security ("TLS") of 1.2 and 256-bit encryption. Use of the Digital Banking Service with lower than TLS 1.2 is strictly prohibited. To the extent that you are able to access the Digital Banking Service using lower than TLS 1.2, we specifically disclaim any and all responsibility for losses resulting from your use of such inadequate encryption.

You should always sign off after every online session. Sessions will automatically end after ten (10) minutes of inactivity for security protection. We cannot ensure the security of public computers (e.g., in a library or school); therefore, we recommend that you refrain from accessing the Digital Banking Service on a public computer.

It is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). The Bank will never contact you by email to ask for or verify Account numbers, Security Tokens, or any sensitive or confidential information. Should you receive an email or other electronic communication that you believe is fraudulent, you agree to not respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you due to any electronic, email, or internet fraud.

American Bank nor our Service Providers will contact you via telephone or email requesting personal information, your Access ID, or Passcode. If anyone requests this information, please contact us immediately at (985) 898-0206. Visit our Education Center page on our website at <https://www.americanbankusa.com/education-center> for educational information.

- 6. Service Availability.** The Digital Banking Service is generally accessible 24 hours a day, seven days a week. It may be inaccessible for a reasonable period from time to time for system maintenance, internet connectivity, actions or inactions of third parties, emergencies, or other factors beyond our control. The Bank cannot guarantee that such events will not occur. We are not liable under this Agreement or any other agreement for failure to provide access.
- 7. Access Levels.** The Bank has different access levels offered in the Digital Banking Service. If you are a Joint Owner on a Consumer Account or an Authorized Signer, you are either given Basic access or Basic Plus Payments access.

A non-signer may be granted access to an Account when the Account Owner(s) completes the Digital Banking User Authorization Form ("Form"). A consumer account only requires the signature of one account owner.

Accounts opened as a two-signature required account for withdraw or transfer funds may have access to the Digital Banking Service. You release the Bank from liability for any action taken on an Account by anyone authorized to act as a signer on the Account even though the person's authority to act on the Account by other means must be exercised jointly with one or more other persons. The Bank may act on the verbal, written, or electronic direction of any one person authorized.

Access Level	View Account	Internal Transfers	Change of Address	Stop Payment	eStatements	Bill Pay	Mobile Deposit
Basic	X	X	X	X	X		X
Basic Plus Payments	X	X	X	X	X	X	X
Transfer To (Credit Only)		X					
View Only	X		X		X		

8. Access ID and Passcode Requirements. We set requirements for your Access ID and Passcode to access the Digital Banking Service for your protection. Each Authorized Person using the Digital Banking Service is required to have his/her own Access ID and Passcode.

a. Access ID Requirements:

- i. Must be between 5-20 characters.
- ii. May include alpha, numeric, or special characters.
- iii. It cannot be the same as your Tax ID#/ SSN# or account number with American Bank.
- iv. Access IDs are case-sensitive.

b. Passcode Requirements:

- i. Must be at least eight (8) characters long.
- ii. Must contain at least 1 numeric, 1 alpha, and 1 special character.
- iii. It cannot be the same as your Access ID.
- iv. Passcodes are case-sensitive.

At any time, we may change Passcode requirements without prior notice. If we do so, you will be required to change your Passcode the next time you sign on to the Digital Banking Service. You agree to protect and keep confidential your Account number, debit card number, Personal Identification Number (PIN), Access ID, Passcode, Security Questions, Answers, or other means of accessing your Accounts through the Digital Banking Service (collectively referred to as Confidential Information). Doing so prevents unauthorized access to your Accounts and prevents unauthorized use of the Digital Banking Service. If you disclose your Confidential Information or give access to a person(s) or entity, including any data aggregation service providers, to use the Digital Banking Service, you assume all risks and losses associated with such disclosure. You understand and agree that we may restrict and/or terminate access to the Digital Banking Service if we cannot reach you to confirm the validity of any sign-on into the Digital Banking Service.

The use of Credentials will authenticate the identity of the person attempting to gain access to the Digital Banking Service. We may be required to change your Access ID and/or may require you to change your Passcode and/or Security Questions from time to time for security reasons. We recommend you memorize your Credentials to prevent unauthorized use of the Digital Banking Service. Any person(s) or entity having access to your Credentials will be able to access the Digital Banking Service and perform all transactions, including reviewing Account information and potentially making Transfers to other Accounts and other persons.

You agree to change or modify Passcode and security questions if instructed by the Bank to ensure information security. If you believe your Credentials have been stolen, compromised, or otherwise become known to persons other than you or if you believe that any transaction or activity is unauthorized or in error, please notify us immediately. We may issue you new Credentials as soon as reasonably practicable in any actual or threatened security breach. Still, we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you, your employees', or agents' failure to keep Credentials confidential and secure.

We reserve the right to limit, suspend, and deny your access to one or more Account(s) or any part of the Digital Banking Service, or deny transactions if we reasonably believe your Credentials have been obtained or are in use by an unauthorized person or entity. We may try to notify you in advance but cannot guarantee we will do so.

9. Internal Transfers. Internal Transfers allows you to electronically transfer funds between American Bank accounts assigned to your Access ID. You are fully obligated to provide sufficient funds for any payments or transfers you authorize. If you schedule a Transfer for a future date, the transaction will process after the close of business on that date if that day is a Business Day.

10. Stop Payments. 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 is accessible in the "User Services" menu of the Online Banking Service and provides a means to securely forward your stop payment requests to us for processing. There is typically a stop payment fee associated with this feature. Please refer to our fee schedule for additional information. 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. Additional information on stop payments is available within the Service. 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 Online Banking Department directly via telephone or in person.

11. Bill Pay. Bill Pay is for scheduling payments directly to utility companies, merchants, financial institutions, insurance companies, individuals, etc., within the United States. The Bill Pay Service is accessible twenty-four (24) hours a day, seven (7) days a week for scheduling payments; however, the Bank only processes payments on Business Days.

Note: The name and address displayed on your Bill Pay items are solely dependent on how you have enrolled for Digital Banking. For example, if you enroll under your business but have a personal Account listed within the same Access ID, all bill payments, regardless of which Account it is for, will reflect the business name and address. Bill Payment access is limited to consumer access and sole proprietorships.

a. **Requirements for Enrolling in Bill Pay:**

- i. Account must be in good standing.
- ii. You must be 18 years of age or older.
- iii. You must be a resident of the United States or its possessions.
- iv. You must have a desktop or mobile device and Internet Browser that will support 256-bit encryption.
- v. You must have an eligible checking Account to use as your Bill Pay Account and Billing Account.

b. **Description of Service:**

- i. **Payee Information.** You must provide sufficient and accurate information in the Digital Banking Service to correctly identify your Payee(s), direct your payment, and allow the Payee to identify you as the payment source upon receipt of payment. You must provide accurate information to include, but not be limited to, Payee Name, Payee Mailing Address, Telephone Number, and Account Number.
 - ii. **Scheduled Payment Date.** We anticipate most transactions to be delivered by the Scheduled Payment Date. Due to circumstances beyond our control, such as delays in handling or posting payments by companies or other financial institutions, some transactions may take longer to be credited to your Payee from your Billing Account. Selecting a Scheduled Payment Date in advance of your obligation's actual due date is advised to ensure that your payment arrives on or before your due date and not after. Scheduled Payment Dates must be at least five (5) Business Days ahead of your actual due date to ensure timely delivery for items sent via Corporate Check and Laser Draft.
 - iii. **eBill.** An electronic version of a bill. It usually omits the paper bill. Not all companies participate in offering bill presentment through this method.
 - iv. **Prohibited Transactions.** You agree that any Payment for taxes, court-ordered payments, government payments, payments to loan sharks, gambling, debts, and payments outside of the United States are prohibited. You agree that you will not attempt to use the Bill Pay Service to make these types of payments.
 - v. **Changes on Account.** It is your responsibility to notify the Bank immediately of name changes and/or address changes on Accounts as this information appears on Electronic, Corporate Check, and Laser Drafts via Bill Pay.
 - vi. **Payee Changes.** It is your responsibility to maintain and update any Payee information including, but not limited to address, Account number, etc. The Bank will not be responsible for any items returned as a result of incorrect information.
 - vii. **Bill Pay Fees.** There is no fee for initiating or deleting a standard payment through Bill Pay. If you require a payment to be expedited, a rush delivery option is available for a small fee. Fees also apply for a stop payment on a Bill Payment check.
 - viii. **Non-Sufficient Funds.** If sufficient funds are not available in your designated Account when the Electronic, Corporate Check, or Laser Draft (collectively "Item") is presented for payment, we may refuse to honor the Item and return it unpaid. At our sole discretion, we may elect to pay the Item regardless of the insufficient funds. In either event, your qualified designated Account will be charged the current fee for processing insufficient items, whether the Item is paid or returned, as applicable. Items returned unpaid maybe represented (posted to your account again) under Regulation CC or NACHA rules, which could result in multiple fees (see fee schedule) for the same item, if there are not sufficient funds in your account to pay the item upon those subsequent attempts to collect payment. You are responsible for any losses or penalties that may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account.
 - i. **Termination of Service.** 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 Bill Payment activity for a period of 90 consecutive days, accessibility will automatically terminate.
- c. **Bill Pay Processing Payment Methods.** Processed means that the approved payment instructions have been received from the Bank and are now ready to pay the Subscriber's bill in one of three ways.
- i. **Electronic.** The funds for the payment are electronically sent via ACH to the Payee. Funds are debited from the Account on the Payment Due Date specified in the payment instruction.
 - ii. **Corporate Check.** The funds for the payment are electronically removed from the Bill Pay Account on the Scheduled

Payment Date, and a check is generated and mailed to the Payee. The check is printed with the Subscriber's name, address, Scheduled Payment Date, and payment amount. The date on the check is the Scheduled Payment Date, which is the date the payment begins processing for remittance to the Payee, and the funds are debited from the Bill Pay Account. The check numbers are eight digits in length. The check is void after 90 days.

- iii. **Laser Draft.** A check is generated and mailed to the Payee; the funds are not removed from the Account until the Payee actually negotiates the check. These checks are encoded with the routing and Account number tied in Bill Pay. The check is printed with the Subscriber's name, address, Account number, Scheduled Payment Date, and payment amount. The check number is usually 4-6 digits in length. The check is printed with "Signature on File" in place of the Subscriber's signature. The following statement is printed in the lower right-hand portion of the check: "Void after 180 days."

The Payment Method for a Payee is subject to change at any time and is determined by the Vendor. Processing dates are determined by the days that the Federal Reserve is open for business and is processing transactions either paper or electronic. If the process date falls on a weekend or a holiday, the payment is processed on the business day before the weekend date or holiday. If it is a direct debit, the payment is processed on the same or next business day. The Bank does not make the determination nor do we have control of how bill payments are processed.

- d. **Bill Pay Authorization.** By providing us with names and Account information of Payees to whom you wish to send payments, you authorize us to follow your payment instructions. Our receipt of your bill payment instructions authorizes us to allow funds to arrive at the designated Payee's locations as near as reasonably possible to the Scheduled Payment Date designated by you. You authorize us to issue a check drawn on your qualified designated checking Account for the requested amount. You also authorize us to credit your Bill Pay Account for payments returned to us by the United States Postal Service or any Payee, or for payments remitted to you on behalf of another Authorized Person. We shall use reasonable efforts to timely and adequately make all of your payments. The Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. We reserve the right to determine eligibility for certain types of Accounts and change such eligibility from time to time. We also reserve the right to restrict or remove access at any time. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit Account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply. If you do not notify us of any changes, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule a payment and follow all instructions provided, and the payment is not received by the Payee in a timely manner, we will work with the Payee on your behalf to reverse late fees or charges.

12. Popmoney P2P®. Popmoney is a person-to-person (P2P) ACH payment service intended to send payments to individuals. Popmoney is an extended feature of our Bill PayService.

- a. **Eligible Checking Account.** PopMoney requires an eligible checking account to send money.
- b. **Recipient Information.** Recipient will be required to provide first and last name, email or mobile phone number, and bank account information (retained after initial acceptance of funds).
- c. **Transaction Instructions.** Transactions require a send date, pay from Account number, monetary paid amount, and notes section.
- d. **Prohibited Transactions.** Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and Payments that violate any law, statute, ordinance or regulation; and Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that advertise or sell to, or solicit others; or (12) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6)

provide credit repair or debt settlement services; and Tax payments and court ordered payments.

13. My Spending. My Spending allows users to consolidate and manage their account information kept at the Bank and/or account information accessible via third-party account providers' websites.

- a. Anonymous aggregate information, comprised of financial account balances, other financial account data, or other available data collected through your use of My Spending, may be used by our service providers and us to conduct certain analytical research, performance tracking, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to improving products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
- b. You must provide accurate, current, and complete information about yourself and your accounts maintained at Third Party Sites, as requested. You may not misrepresent your identity or your account information. For My Spending to function effectively, you must also keep your registration and account information up to date and accurate.

14. Mobile Banking

- a. **Eligible Enrollees.** The mobile banking services (the "Services") are only available to you as an enrolled and approved digital banking customer of American Bank (the "Bank"). By accepting and using the Services, you agree to comply with these Mobile Banking User Terms and all other user and account agreements between you and American Bank applicable to your use of the Services.
- b. **General.** Access to American Bank's digital banking services via your mobile device is powered by the mobile technology solution owned by Aplitude, Inc. and its third-party providers (collectively the "Provider"). The Bank is the supplier of any of the financial services available to you through the Software (defined below), and the Provider is not responsible for any of the materials, information, products, or services made available to you through the Software.
- c. **Ownership.** You acknowledge and agree that the Provider is the owner of all right, title, and interest in and to the mobile technology solution made available to you hereunder, including, but not limited to, any mobile applications or other downloaded Software and the computer code, scripts, interfaces and other programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Banking User Terms.
- d. **License.** During the term of your account agreement with American Bank and subject to the terms and conditions of these Mobile Banking User Terms, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine-readable object code form only) in accordance with these Mobile Banking User Terms and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by these Mobile Banking User Terms are hereby reserved by the Provider. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone or web assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Provider, or American Bank. Upon termination, you agree to cease using the Software and immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.
- e. **Differences within the Digital Banking Platform.** Not all of the Services described in this Agreement may be available when you use a mobile device. Additionally, information available through Online Banking may not be available in Mobile Banking or may differ from the information available via Mobile Banking. This includes, but is not limited to, account balance information, transfer and bill payment information.
- f. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer, or otherwise attempt to derive the source code for the Software or architecture of the Services; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Provider or American Bank; or (v) use the Services or Software for any improper or illegal purpose. American Bank reserves the right, in its reasonable discretion, to terminate or suspend your access to the Services or Software, with or without advance notice, if it has reason to believe, in its sole and reasonable discretion, that you are in breach of applicable law or these Mobile Banking User Terms, or your use of the Services and/or Software jeopardizes the integrity or security of the Services, the Software or any supporting security network infrastructure.
- g. **Updates and Upgrades.** These Mobile Banking User Terms govern any updates that replace and/or supplement the original Software unless such update is accompanied by a separate license, in which case the terms of that license will govern. Provider may, in its sole discretion, make updates, upgrades, or other changes to the Software. Upon request, you agree to upgrade or update your mobile device to the supported release of the Software to maintain compatibility. Provider will have no liability arising out of or relating to your use of an unsupported release. Certain Software updates or upgrades may be automatically downloaded.
- h. **Mobile Check Deposit.** To the extent the Services include functionality enabling you to present an image of a legal representation, as defined by federal law, of a negotiable instrument ("check") to be deposited into your American Bank checking or savings account electronically ("MCD Services"), the following supplemental terms and conditions shall also apply:

- i. You must only use current Software made available by American Bank through designated channels.
 - ii. You are responsible for all the data submitted through the MCD Services, which must accurately represent the information on the original check(s).
 - iii. You agree that the electronic image of the item submitted to the American Bank, as defined by federal law, is a legal representation of the check for all purposes, including return check processing.
 - iv. You may experience technical or other difficulties when using the MCD Services, and neither American Bank nor Provider assumes any liability for any technical or other difficulties you encounter.
 - v. American Bank and Provider reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can attempt to deposit a check at an American Bank branch location, through a participating ATM, or by mail.
 - vi. Only American Bank checking and savings accounts are eligible for the MCD Services.
 - vii. American Bank may charge a usage fee for MCD Services and reserve the right to start charging for MCD Services at any time.
 - viii. If an item you transmit for deposit is dishonored, rejected, or otherwise returned unpaid, you agree that American Bank may charge back the amount of the return to the account the check was initially deposited to and assess a fee in the amount shown on American Bank's current Schedule of Fees and Charges for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for payment. American Bank may debit any account maintained by you to obtain payment of your obligations under these Mobile Banking User Terms.
 - ix. You acknowledge that wireless providers may assess or impose fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that American Bank may contact you via your wireless device for any purpose concerning your banking relationship with us, including, but not limited to, account servicing and collection purposes.
 - x. You agree to scan and deposit only "checks" as defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.
 - xi. You agree that you will not use the MCD Service to scan and deposit any ineligible or duplicate items.
 - xii. You agree to endorse all items with your signature and print "For Mobile Deposit Only" on all items. American Bank reserves the right to reject all items that are not endorsed as specified.
 - xiii. When using the MCD Service to deposit funds, such deposits are limited to the American Bank defined deposit segments and associated limits.
 - xiv. American Bank reserves the right to reject any item transmitted through the MCD Service, at its discretion. American Bank is not liable for items you do not receive or images that are not transmitted completely. An image is considered received when you are presented with a confirmation screen after submitting a check for deposit. You acknowledge and agree that such notification does not mean that the transmission was without error.
 - xv. Once an item is reviewed and approved, your account will be credited. Checks deposited before 5:00 pm CST on a Business Day, the Bank will consider that the deposit date. Checks deposited after 5:00 pm CST on a Business Day, weekend, or a state or federal holiday, the next Business Day will be the deposit date.
 - xvi. You agree to retain each item submitted for deposit through the MCD Services for 30 days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the item prominently as "Void," and you agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to American Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item. After 30 days, you agree to dispose of the item(s) in a way that prevents re-presentation for payment (i.e., shredding).
- i. **Text Messages and Notifications.** You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in a text message, etc.) You hereby consent to the receipt of text messages and other notifications (including 'in-app' or 'push' notifications from American Bank or Provider in connection with the Services or your business relationship with American Bank provided that you may opt-out of text messages by replying STOP or as otherwise advised. Text messaging fees may apply and be assessed by your wireless carrier. You are responsible for any such text message fees.
 - j. **Consent to Use of Data.** During and after the term of your account agreement with American Bank, you agree that the Provider may collect, store and use technical data and related information, including, but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services (if any) related to the Software. The Provider may use this information to improve its products, for diagnostic purposes, or to provide other services or technologies, provided that Provider may not share information or data in a form that personally identifies you except as necessary to provide the Services and related services to you or American Bank. Provider may combine your data with the data of other customers or other publicly available information.

- k. **Legal Restrictions.** You may not use the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be used or transferred (i) in or into any U.S. embargoed countries, or (ii) by or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.
- l. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in these Mobile Banking User Terms.
- m. **Disclaimer of Warranty.** The Software is provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. No warranty is provided that the Software will be free from defects or viruses or that operation of the Software will be uninterrupted. Your use of the Software and any material or services obtained or accessed via the Software is at your own discretion and risk. You are solely responsible for any damage resulting from their use. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you.
- n. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Provider or its affiliates be liable for any damages arising out of the use or inability to use the Software, including, but not limited to, any general, special, incidental, or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. In any case, the Provider's liability arising out of the use or inability to use the Software shall not exceed in the aggregate the sum of the fees paid by you for this license. Some jurisdictions do not allow the limitation or exclusion of liability for certain types of damages, so some of the above limitations may not apply to you. In no event shall Provider have any liability to you or American Bank for service unavailability or the loss of data or fees in connection with the fraudulent use of the services or Software.
- o. **Miscellaneous.** These Mobile Banking User Terms constitute the entire agreement between you and American Bank concerning the subject matter hereof. These Mobile Banking User Terms will be governed by and construed in accordance with the laws of American Bank Executive Office's state, Louisiana, excluding that body of laws pertaining to conflict of laws. If any provision of these Mobile Banking User Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible, and the other provisions will remain effective and enforceable. All disputes relating to these Mobile Banking User Terms are subject to the exclusive jurisdiction of the courts of the state of Louisiana. You expressly consent to jurisdiction and venue thereof and therein. These Mobile Banking User Terms and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

15. Digital Banking Service Limits.

- a. **Internal Transfers:**
 - i. Minimum dollar amount allowed: \$1.00
 - ii. Maximum daily dollar amount: \$250,000.00
- b. **Electronic, Corporate Check, and Laser Draft**
 - i. Minimum dollar amount allowed: \$1.00
 - ii. Maximum daily dollar amount: \$5,000.00
- c. **Overnight Checks:**
 - i. Minimum dollar amount allowed: \$1.00
 - ii. Maximum daily dollar amount: \$5,000.00
- d. **Same-Day Bill Pay:**
 - i. Minimum dollar amount allowed: \$1.00
 - ii. Maximum daily dollar amount: \$5,000.00
- e. **Popmoney:**
 - i. Minimum transaction amount allowed: \$5.00
 - ii. Number of transaction daily limits: 15
 - iii. Number of transaction monthly limits: 30
 - iv. **Daily Limit** is the maximum amount you can send on a business day. Any recurring transfer that may fall on a weekend or federal holiday will count toward the prior business day's daily limit. This limit is determined by Vendor.
 - v. **Monthly Limit** is the maximum amount you can send in a rolling 30-day period. The monthly dollar limit includes all payments within a rolling 30-day period. All payments made within the past 30 days are subtracted from the monthly dollar limit to determine the remaining monthly dollar amount. This limit is determined by Vendor.
 - vi. **Outstanding Limit** is the maximum amount that you can send in a rolling 3 business day period. All payments made within the past 3 business days are subtracted from the outstanding dollar limit to determine the remaining outstanding dollar amount. A third-party Vendor determines this limit.

- vii. **Remaining amounts you can send today** is the maximum amount you can send today.
 - f. **Mobile Deposit:**
 - i. Maximum daily deposit amount: \$5,000. The limit can be set per Access ID.
 - ii. The Bank reserves the right to impose limits on the amount(s) on checks that you transmit and to modify such limits from time to time.
- 16. Cutoff Times.** Any request after cutoff time will be processed the following Business Day.
- a. **Internal Transfers:** 6:00 pm CST on any Business Day
 - b. **Electronic, Corporate Check, or Laser Draft:** 12:00 pm CST on any Business Day
 - c. **Overnight Checks:** 3:00 pm CST on any Business Day
 - d. **Same-Day Bill Pay:** 12:00 pm CST on any Business Day
 - e. **Popmoney:**
 - i. Standard (3 days) 12:00 PM CST on any Business Day
 - ii. Next-Day 9:00 pm CST on any Business Day
 - f. **Mobile Deposit:** 5:00 pm CST on any Business Day
- 17. Emails.** Never send confidential information, such as Account number(s), Social Security Number(s), Tax ID Number(s), Access ID, Passcode(s) etc. through unsecured email. We will not take action based on email requests until your message is processed and we have a reasonable opportunity to act. Therefore, you should not rely on email if you need to communicate with us immediately.
- 18. Electronic Notices.** We may deliver to you any and all required disclosures and notices concerning the Digital Banking Service or your Account(s) by email or other appropriate electronic means in accordance with the Bank's Electronic Statement Delivery Authorization and Agreement. Under this Agreement, you agree that we may communicate with you electronically to any email we have for you, or at our option, another electronic mail address you have provided to us or in any other manner by law.
- 19. Vendor.** You acknowledge and agree that the Digital Banking Service can be provided by an independent third-party service provider(s) ("**Vendor**") as selected by American Bank, and that both the Vendor and the Digital Banking Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other. Therefore, by enrolling in the Digital Banking Service, you authorize American Bank and Vendor to process transactions and instructions and post transactions. You further agree that depending on the Digital Banking Service, a soft credit check may be pulled for limit determination or other purposes.
- 20. Termination, Suspension, or Limitation of the Digital Banking Service.** We reserve the right to terminate, suspend, or limit this Agreement, or terminate, suspend, or limit your access to the Digital Banking Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Digital Banking Service for a period of six (6) months or greater. When your access is terminated, any Transfers or Payments will be stopped unless already in process or transit. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. You shall immediately discontinue use of the Digital Banking Service upon termination. For your security, if your Digital Banking Service has been terminated, you may be required to re-enroll. We reserve the right to determine your eligibility for any product or service.
- 21. Liability of Loss or Erroneous Data.** Without limiting any other provision hereof, you will bear the sole liability and risk of any erroneous or loss of data, information, transactions, or other losses which may be due to the failure of your computer or third-party communications providers for which you may rely on. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer.
- 22. Liability for Authorized Person Access Changes including Revoked Access**
- a. **Business Accounts.** It is your responsibility, and you agree, to notify the Bank immediately anytime an Authorized Person's access shall be changed or revoked. The request must be made by an authorized representative of the business, such as a director, owner, member(s), officer, etc.
 - b. **Authorized Person in which Access was to be Changed or Revoked.** It is your responsibility, and you agree, to notify the Bank immediately if you shall no longer have access to any Account(s) or other information. Any failure to notify the Bank, to the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any activity performed by the Authorized Person.
- 23. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**
- (A) Errors and Questions**

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Service account number(s), and Access ID;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

(B) Consumer Liability for Unauthorized Transfers

Tell us **AT ONCE** if you believe your Access ID or Passcode has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

24. Your Liability for Unauthorized Transactions. If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period. If you permit other persons use of your Confidential Information that result in unauthorized transactions, you are responsible for any Payments and Transfers they authorize from your Account(s). You are also responsible for any Deposits made to your Account(s).

25. Limitation of Liability. You acknowledge and agree that your use of the digital banking service shall be at your sole risk and that the digital banking service and all information, software, products, and other content to include third party information, products, and content included in or accessible from the sites are provided on an "as is" basis, and are subject to change at any time without notice to you, you acknowledge that we make no warranty that the digital banking service will be uninterrupted, timely, secure, or free of error unless otherwise stated on the site or in any applicable agreement.

Except as expressly 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 consequential, punitive, direct, indirect, special, incidental, exemplary, or 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 digital banking 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, 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 communication networks or facilities, problems with data transmission facilities or any other problems you experience due to causes beyond our control.

We make no representation or warranty, either express or implied, to you as to any computer hardware, software, or equipment used in connection with the services (including, without limitation, your computer systems or related equipment, your software, or your internet service provider or its equipment), or as to the suitability or compatibility of our software, internet-delivered service, equipment or communication interfaces with those that you use, or as to whether any software or internet-delivered service will perform in an uninterrupted manner, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

We shall not be responsible or liable for any errors or failures resulting from defects in or malfunctions of your computer hardware or software, for the quality of performance or lack of performance of any computer software or hardware or internet delivered services supplied by us to you in connection with this agreement, or for the transmission or failure of transmission of any information from you to us or from us to you. We shall not be responsible for notifying you of any upgrades or enhancements to any of your computer hardware or software.

- 26. Indemnity.** You acknowledge and agree that you are personally responsible for your conduct while using the Digital Banking Service 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 attorney's fees that we may incur in connection with a third-party claim or otherwise, in relation to your use of the Digital Banking Service or the use of the Digital Banking Service by anyone using your Confidential Information and/or your Credentials 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.
- 27. Site Links.** The Sites may contain links to other third-party websites. 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 the linked sites and are not liable for any failure of products or services advertised on those sites. Each third-party site may provide less security than we do and have a privacy policy different from ours. Your access, use, and reliance upon such content, products, or services are at your own risk.
- 28. Hours of Operation.** With the exception of holidays, Customer Support is available to assist you from 9:00 am to 5:00 pm CST, Monday through Friday; by calling 985-898-0206.
- 29. Contact Information.** If you believe any of your Confidential Information has been lost or stolen or that someone has processed Payments, Transfers, and/or Deposits from your Account without permission, notify us IMMEDIATELY. General questions about your transactions, may also be directed to Customer Support at:

American Bank
Attn: Banking Operations Department
1819 N. Columbia Street
Phone: (985) 898-0206
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