

ECLIPSE BANK ONLINE BANKING AGREEMENT

This Eclipse Bank Online Banking Agreement and Disclosure Statement (this "Agreement") governs the use of the Internet Banking Services described herein which include Online Banking and Mobile Banking, an Internet account access service, and Online Banking and Mobile Banking with Bill Pay, an internet bill payment service (collectively referred to as "the Services"), which are offered by and through Eclipse Bank ("Bank"), to each customer whose request for the Services is approved. Each reference in this Agreement to "you" or "your" means each customer who submits an Online Banking Enrollment form and refers to all such customers jointly and severally. By submitting the Enrollment, you acknowledge that you have read, understood and agree to the terms of this Agreement. Please read this Agreement carefully and keep a copy for your records.

GENERAL ONLINE SERVICES REQUIREMENTS

The following apply, as appropriate, to your use of Online Banking, Mobile Banking, and to Online Banking and Mobile Banking with Bill Pay

1. Requirements and Availability

1. Account Requirements. In order to subscribe to Online Services, you must have at least one account with us designated on the Enrollment. You may access other checking accounts, savings accounts, money market accounts, certificates of deposit, and loan accounts you have with us (collectively the "Accounts"). Use of the Services will be subject to the Deposit Account Agreement and Disclosure and any loan agreement for each Account (the "Account Agreements").

2. Prohibited Transactions Payments to billers outside of the United States or its territories are prohibited through this Service. Restricted Transactions (as that term is defined in 12 C.F.R. 233.2 - Regulation GG, as amended from time to time) are prohibited from being processed through your Account or any other service offered or provided to you by us. Bill Payments may not be used to pay taxes or child support, alimony or other court-ordered obligations or transaction any illegal activities.

3. Waiver of requirement for two signatures. Principles recognize that any requirement of verifying two signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers, including online bill payments, and release bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or telephonic transfers, including online bill payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

4. Access. To use the Services, you will need a PC, telephone and related equipment as determined by Eclipse Bank from time to time. Your browser must have encryption capabilities at a minimum 128-bit level. You will need a modem with a minimum speed of 28.8 kilobits per second (Kbps). You are responsible for the set-up, compatibility and maintenance of your computer, telephone, and modem and agree that we are not responsible for such set-up, compatibility or maintenance. Eclipse Bank is not responsible for any PC virus or related problems that may be associated with using an

electronic banking system. The Bank has no liability to you for any loss or damage, direct or consequential, which you may suffer or incur by reason of use of your software or equipment.

5. Availability of Service. The Services will be accessible 24 hours a day, seven days a week. The Services may be inaccessible for a reasonable period on a daily basis for system maintenance. The Services may also be unavailable due to Internet access interruptions, equipment problems or other disruptions to service. We shall not be liable under this Agreement for failure to provide access for any reason. Your access to the Services shall be determined in the sole discretion of the Bank. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of previously incurred fees, if any.

2. User ID and Password.

1. Authentication and Security. Each authorized user of Online Services must have a User ID and a Password. Upon enrollment a temporary User ID and Password will be assigned to you and must be changed by you the first time you log into the service. You should keep your Password confidential and in a secure location. Any person having access to any of your Passwords will be authorized by you and will be able to access the Service and perform transactions, including reviewing Account information and making transfers to other Accounts and, if Bill Pay is selected, to make payments to third parties. We recommend, and reserve the right to require, that you change your Passwords from time to time for security reasons. We will also use security questions to provide a further level of confirmation to your identity when you access the Online Banking, Mobile Banking, or Bill Pay service.

2. Eclipse Bank is committed to the security of its customers' account and account information. However, you must take every precaution to ensure the safety, security, and integrity of your accounts and transactions when using Online Services or Mobile Banking. When you give someone access to your User ID and/or Password, you are authorizing that person to use Online Banking and you will be responsible for all transactions that person performs while using your authentications. You realize that the person has full access to all your accounts, even if you attempt to limit that person's authority.

NEITHER ECLIPSE BANK NOR ANY OF ITS SERVICE PROVIDERS WILL EVER ASK YOU FOR YOUR PASSWORD AND YOU SHOULD NEVER GIVE IT TO ANYONE UNLESS YOU KNOW THEM AND WANT THEM TO HAVE ACCESS TO YOUR ACCOUNTS.

3. Business Days. Our "Business Days" are Monday through Friday, excluding federal holidays.

ONLINE BANKING SERVICE

4. Fund Transfers and Account Information.

1. Online Banking/Mobile Banking Services. Online Banking may be used to accomplish a thru h and Mobile Banking to accomplish a, b and g thru i only:

- a) view current balance information and several months of transaction information for your Accounts;
- b) transfer funds between your Accounts that are checking, savings, loans, or money market;
- c) order a new supply of checks
- d) establish account reminders and alerts to be sent by email or to a mobile device
- e) stop payment on certain items
- f) import or export your Account information to and from Quicken or MS Money* financial management software.
- g) transfer Money between your accounts at other Financial Institutions using External Transfer.
- h) complete payments to individuals using PopMoney.
- i) make a check deposit into a checking or savings account (restricted endorsement "Mobile Deposit Only" applies)

2. Fund Transfers - Authorization. You may transfer funds between your Accounts that are checking, savings or money market deposit accounts in any amount. When you request a fund transfer using Online Banking or Mobile Banking, you authorize us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient Account. The "Processing Date" is the date that the fund transfer is actually made and is normally the day you request such transfer. However, if our data processing system is not functioning or accessible for whatever reason, your funds transfer may not be completed until the next day. We deduct the amount of your fund transfer from the designated originating Account on the Processing Date.

3. Sufficient Funds. You are responsible for making sure there are sufficient funds available when you provide instructions for a transfer of funds. We may refuse to act on your funds transfer instruction if sufficient funds are not available in your Account on the Processing Date. Funds transferred to the designated recipient Account will be deemed deposited on the Processing Date and will be available thereafter in accordance with our funds transfer availability policy.

4. Account Information. The Account balance shown will be current as of most recent update. The Account balance may reflect deposits still subject to collection or verification by us (and subject to being reversed) and may not reflect deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

USE OF ONLINE BANKING BILL PAYMENT SERVICE

You may use Bill Pay to pay bills. Bill Pay service is provided through Check Free Services, Inc. †, a third party Internet Bill Payment service provider that is not affiliated with Eclipse Bank. As used in this Agreement regarding the Bill Pay service, "Us" or "We" refer to Eclipse Bank and/or Check Free Services, Inc. † The following additional terms and conditions relate to your use of Bill Pay.

5. Account Requirements. In order to subscribe to Eclipse Bank's Online Banking with Bill Pay Service ("Bill Pay"), you must have previously enrolled as a Online Banking user and separately enroll for the Bill Payment service

6. Bill Pay Service.

1. Functions and Features. With Bill Pay you may:

- a) make current, future, or recurring payments to certain companies or individuals you select;
- b) make current, future, or recurring payments directly to your loan or credit accounts with us.
- c) create a link so that your biller's statement may be viewed from your bill pay service
- d) establish account reminders and alerts to be sent by email or to a mobile device
- e) make Bill Payments in any amount less than \$99,999.00 to each payee in a business day.

2. Payment Account. When you sign up for Bill Pay, you must designate a checking account with us as the account from which Bill Payments should be made (the "Payment Account").

3. Payees. You may designate payees through Bill Pay (each, a "Payee"). You must provide sufficient information about each Payee as requested from time to time to properly direct a payment to that Payee and permit the Payee to identify the correct account to credit with your payment. This information may include, without limitation, the name and address of the Payee and your account number assigned by the Payee. The Payee must have a United States payment address that can be verified in the ordinary course of business.

4. Authorization. When you schedule a bill payment using Bill Pay, you authorize Us to follow the payment instructions and transfer funds from your Payment Account with Us to the Payee. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Payment Account on the date you want Us to process your payment (the "Processing Date"). We reserve the right to refuse to make any bill payment.

7. How Bill Payments are Made, Changed, Canceled and Stopped. The 'Payment Date' is the date in which the payee is scheduled to receive the payment. The Payment date may be up to four business days after the date in which the payment is scheduled.

1. Method of Payment. You authorize Us to make the bill payments you request through Bill Pay in any one of the following ways. Bill payments may be sent through an electronic transmission to the Payee. Payees that receive electronic delivery will receive your payment information, including your account number, through a computer link. Bill payments may be made by a check mailed to the Payee. When more than one customer schedules a payment to the same Payee on the same date (which frequently happens), a consolidated check may be issued to the Payee with an accompanying paper list of each customer by name, each account number to be credited, and the amount of each payment. All checks are sent through the United States mail.

2. Repeating Payments. You may schedule a bill payment to be automatically initiated in a fixed amount on the same Payment Date at regular scheduled intervals (e.g. weekly, monthly, bi-monthly) by designating the bill payment as a "Recurring Payment". The date on which a bill payment is scheduled to be initiated is referred to below as the "Payment Date".

8. Scheduling Payments. To ensure that your bill payments arrive on time, you must schedule the Payment Date for each bill payment to be at least four Business Days before the Payment Due Date, not including any applicable grace period. This generally allows sufficient time for the Payee to receive and post your bill payment. The first available schedule payment date will be indicated by the service's date selection calendar. If the actual Due Date falls on a non-Business Day, you must select a date at least one Business Day before the actual Due Date. We are not responsible for postal delays or processing delays by the Payee.

9. Sufficient Available Funds. If sufficient funds are not available in your Payment Account on the day that the bill payment is presented for payment, the Bank reserves the right to return the payment back to the payee as unpaid. You agree to pay a non-sufficient funds service fee of \$34.00 per item up to 5 items daily and that the fee will be automatically debited to your Payment Account.

10. Our Liability for Failure to Make Payments. If we do not complete a transfer or payment to or from your account on time or accurately according to this Agreement, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable under any of the circumstances listed under "Bank's Responsibility for Processing Transactions" in the ERROR RESOLUTION NOTICE, INSTITUTION AND CUSTOMER below. Please review this section carefully as it also lists your liability for limiting the amount of loss due to unauthorized or fraudulent activity.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply, as appropriate, to your use of Online Banking, Mobile Banking and to Online Banking and Mobile Banking with Bill Pay.

11. Address or Banking Changes. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address phone number(s), and email addresses. Changes can be made within the application or by contacting Eclipse Bank at 502-671-4800.

12. Limits of Transfers from Accounts. Federal regulations limit the number of certain types of transfers from savings and money market accounts. Bill Pay is not allowed from a money market account or savings account. On money market and savings accounts, you are limited to six pre-authorized electronic fund transfers and telephone transfers, checks and point-of-sale transactions, per month. Each fund transfer through Online Banking or Mobile Banking from your savings or money market deposit Account is counted as one of the six transfers you are permitted each month. Your ability to transfer funds from certain Accounts is also subject to the Account Agreements. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers. We use the posting date when determining the number of transaction posted to your accounts.

13. Bank Fees for Service.

1. Fees. You agree to pay fees and charges assessed by the Bank for use of the

Services as established from time to time according to the Bank's current fee schedule. Currently Eclipse Bank does not charge a fee for the Online Bank, Mobile Banking, or the Bill Pay services, but may at our discretion add a fee at any time. We will notify you first according to applicable law.

2. Authorization. You authorize Us to debit your Checking or Savings Account each month to obtain payment of applicable fees. You agree that such fees will be fully earned and non-refundable at the time payment is obtained. If sufficient funds are not available in your account to pay all such fees, you agree to immediately deposit funds to cover such fees or otherwise reimburse Us upon request.

3. Other Charges. Any fees for Bill Pay service are in addition to the service fees for insufficient funds and stop payments and to other Bank fees and charges that apply to your Accounts. A current fee schedule is available by calling Eclipse Bank at (502) 671-4800. Third parties, such as Internet service providers and Payees, may impose other charges for which you are solely responsible.

14. Authorized Use of Service. You are responsible for keeping your password and Account data confidential. We and our service providers are entitled to act on instructions received using your Codes, and you agree that the use of your password will have the same effect as your signature authorizing the transaction or request for information. If you authorize other persons, including, without limitation, Designated Users for Business accounts, to use any of your passwords for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified Us in writing that you have revoked the authorization and changed your password, and you are responsible for any transactions made by such persons or their designees until you notify Us that transfers by that person are no longer authorized and We have a reasonable opportunity to act upon the change of your password.

15. Termination. Your enrollment in Online Banking, Mobile Banking, or Online Banking with Bill Pay will remain in effect until terminated by you or us.

1. By You. You may terminate your use of Bill Pay at any time by calling Eclipse Bank. Your notice must be received at least ten (10) days prior to the date on which you wish to have Bill Pay terminated. You may be required to put your request in writing. If you have scheduled bill payments with a Processing Date within this ten-day period, you also must separately cancel those bill payments. If you have not otherwise canceled a bill payment, you will be responsible for each bill payment with a Processing Date during the ten (10) days following receipt of your written notice of termination. You may terminate your use of Online Banking service at any time by calling Eclipse Bank at (502) 671-4800 or writing to Eclipse Bank, Attn: Retail Banking, 3827 Shelbyville Road, Louisville, KY 40207 or by e-mail at eclipseonline@eclipsebank.com.

2. By Bank. We may terminate your use of Online Banking, Mobile Banking, or Online Banking with Bill Pay, in whole or in part, at any time without prior notice. We will try to notify you in advance, but We are not obligated to do so. If your Bill Pay Service is not used for three consecutive months we reserve the right to cancel your Bill Pay Service.

3. Effect. Termination will not affect your liability or obligations under this Agreement for

transactions that have been processed on your behalf. Termination will apply only to Online Banking, Mobile Banking, or Online Bill Pay and does not terminate your other accounts or your relationships with us. We recommend that you cancel any scheduled and recurring payments prior to notifying Eclipse Bank that you are discontinuing participation in the Online Banking, Mobile Banking, and Bill Pay services.

16. Disputes. In the event of a dispute regarding Online Banking or Online Bill Pay, you and the Bank agree to resolve the dispute by the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

17. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANT ABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, IN CONNECTION WITH THE SERVICES. WE CANNOT AND THEREFORE DO NOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF THE SERVICES WILL BE OPERATIONAL AND AVAILABLE AT ALL TIMES. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY ERROR, DAMAGE OR OTHER LOSS YOU MAY SUFFER DUE TO THE MALFUNCTION OR MISAPPLICATION OF ANY SOFTWARE OR SYSTEM YOU USE, INCLUDING, WITHOUT LIMITATION, ANY WEB BROWSER, ANY INTERNET SERVICE PROVIDER, OR ANY EQUIPMENT YOU MAY USE, INCLUDING, WITHOUT LIMITATION, TELE-COMMUNICATIONS FACILITIES, COMPUTER HARDWARE AND MODEM. YOU AGREE, TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT, THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF USE OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESSING THE SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN ANY ACTION AT LAW BASED ON CONTRACT, TORT OR WARRANTY. IN NO EVENT SHALL THE LIABILITY OF THE BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES. YOUR OBLIGATIONS UNDER THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

18. Information Recording and Disclosure of Account Information. The information and email messages you enter into Online Banking, Online Bill Pay and telephone conversations may be recorded to document instructions and for training. However, we are not obligated to do so and may choose not to record information. By using the services you consent to such recordings. We will disclose information about your Accounts or the transfers you make in accordance with our Privacy Policy and Notice provided pursuant to the Gramm-Leach-Bliley Act of 1999.

19. Periodic Statements. All of your fund transfers made through the Services will appear on the periodic statement for each Account, as applicable. You agree that we will not furnish you any other notice of fund transfers you initiate.

20. Amendments. You agree to be bound by any amendments or modifications to this Agreement, at our sole discretion. In most cases a notice will be sent to you prior to the amendment or modification at your last known address contained in our records or posted in the lobby or on our website. Where prior notice of a change in terms is required by applicable law, we will send the notice to you the required number of days in advance of the effective date of the change. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Services. Failure to cancel the Services by the effective date or use of the Services after the effective date shall conclusively constitute your acceptance of the change.

21. Electronic Communications. You agree that We may send all notices, disclosures, amendments and other communications regarding this Agreement or the Services to you by electronic mail. You further agree that procedures and requirements of the Services may be incorporated as part of our website and communicated to you through the Services. To the extent permitted by Applicable Law, you agree that each such communication will be binding and enforceable to the same extent as if it were delivered to you in writing by mail or in person.

22. Entire Agreement; No Waiver. This Agreement is the complete and exclusive agreement between you and Us related to the Services and supplements any other agreement or disclosure related to your Accounts, and there are no other understandings or agreements relative hereto which are not fully expressed herein. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts, or any statement by our employees or agents, or any service provider, this Agreement shall control with respect to the Services. No delay or omission by Us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. No waiver shall be valid unless in writing signed by us.

23. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

24. Governing Law; Compliance. This Agreement shall be governed by and construed in accordance with the laws of the United States, and to the extent not inconsistent therewith, the laws of the state of Kentucky, without regard to that state's rules regarding conflict of laws (collectively, "Applicable Law"). You agree that you will use the Services only in accordance with applicable law.

25. Ownership of Website. The content, including, without limitation, all information, text, graphics, and design, of our website is the property of and copyrighted by Eclipse Bank,

and any unauthorized use, reproduction, linking or distribution of any part of the website is strictly prohibited. Your use of the Eclipse Bank website is governed by the Terms and Conditions, which is found at www.eclipsebank.com. Please read it carefully, as you agree to be bound to its terms.

26. Severability. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement and the remaining portions shall remain in full force and effect.

CONSUMER USERS ONLY

ERROR RESOLUTION NOTICE, INSTITUTION AND CUSTOMER

In Case of Errors or Questions About Your Electronic Fund Transfers. Contact us by telephone at 502-671-4800, or write to us at Eclipse Bank, Attn: Retail Banking, 3827 Shelbyville Road, Louisville, KY 40207 or e-mail us at eclipseonline@eclipsebank.com as soon as you think your statement is wrong or if you need more information about a fund transfer listed on your statement. NOTE: E-mail to any other address shall not be considered notice to us. We must hear from you no later than 60 days after We sent the FIRST statement on which the problem or error appeared.

Tell us your name and Account number. (Remember, because e-mail may be intercepted by third parties We do not recommend forwarding any confidential information, such as your account number, via e-mail.)

Describe the error or the fund transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error. If you contact us orally, We may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after We hear from you and will correct any error promptly. If We need more time, however, We may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If We decide to do this, We will credit your account within ten (10) Business Days (5 business days if involving a Visa point-of sale transaction processed by Visa or 20 Business Days if the transfer involved a new accounts for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If We ask you to put your complaint or question in writing and We do not receive it within ten (10) Business Days, We may not credit your account.

We will tell you the results within three (3) Business Days after completing our investigation. If We decide that there was no error, We will send you a written explanation within three (3) Business Days after We finish our investigation. You may ask for copies of the documents that We used in our investigation.

Unauthorized Transactions.

You should notify us immediately if you believe any of your passwords have been lost or stolen or that someone has transferred or may transfer money from your account

without your permission. You can contact us by telephone at 502-671-4800, or write to us at Eclipse Bank, Attn: Retail Banking, 3827 Shelbyville Road, Louisville, KY 40207 or by e-mail at eclipseonline@eclipsebank.com NOTE: E-mail to any other address shall not be considered notice to us.

Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe any of your Passwords have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit.

If you tell us within two (2) Business Days, you can lose no more than \$50 if someone used any of your Passwords without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of any of your Passwords, and We can prove We could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if We can prove that We could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, We will extend these time periods.

Bank's Responsibility for Processing Transactions. If We do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, We will be liable for your losses or damages. There are some exceptions to the Bank's liability for processing transactions on the Accounts.

We will not be liable, for instance, if:

through no fault of ours, you do not have enough money in your Account to make the transfer;

the transfer would exceed any permitted overdraft line you have with us;

circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, interruption of telephone or Internet service or telecommunication facilities, or natural disaster) prevent the transfer, despite reasonable precautions that We have taken;

the funds in your Account were subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;

your account is closed or has been frozen or blocked;

you have not properly followed the instructions for using the Services or any software;

your operating system or software was not properly installed or functioning properly;

you are unable to access your Account or the Services due to Internet facility or service provider delays or other problems; or

any electronic terminal, telecommunications device, or any part of the system or any software was not working properly and you knew about the breakdown when you started the transfer.

There may be other exceptions stated in the Account Agreement.

BUSINESS USERS ONLY

Commercially Reasonable Security Procedures. By using Online Banking, you agree

that the security procedures set forth in the User ID and Password section above constitutes a "commercially reasonable" security procedure for the verification of the authenticity and accuracy of transactions initiated through the Services. You authorize us and our service provider to rely and act upon any transactions or inquiries initiated through the Services using the Passwords and security questions and will be responsible for any such transaction or inquiry that is processed in good faith. Unlawful Internet Gambling Enforcement Act of 2006 (Act). You agree not to processed payments through our services for Internet gambling transactions restricted by the Act. Our policies and procedures established in accordance with those regulations provide that we will notify proper enforcement agencies if we learn that you have processed payments through our services for Internet gambling transactions restricted by the Act. * Eclipse Bank does not guarantee and is not responsible or liable for the failure of these products or services. Any warranties relating to these software products and services shall be provided exclusively by Microsoft Corporation and/or Intuit Inc. (not Eclipse Bank). Quicken® is registered trademarks of Intuit Inc.; MS Money® is a registered trademark of Microsoft Corporation, both used with permission. †Check Free Services Inc is registered service marks of Fiserv, Inc, used with permission.

Eclipse Bank Account to Account Transfer Terms of Service

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Eclipse Bank(hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

2. Description of Account to Account Transfer Service. The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be

automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.

- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

4. Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;

 - 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

 - 3. The transfer is refused as described in Section 10 (Refused Transfers) below;

 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

7. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

8. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

9. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You

are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

10. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

11. Returned Transfers. In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

12. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: 3827 Shelbyville Rd, Louisville, KY 40207. We may also be reached at 502-671-4800 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

14. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

15. Receipts and Transaction History. You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

16. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

17. Eligibility. The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

18. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and

- d. Transfers 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 include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) 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

- e. Transfers 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 dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

- f. Transfers 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

- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

19. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

20. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service 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. If your monthly financial institution 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 in our sole discretion extend the period.

21. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

22. Failed or Returned Transfer Instructions. In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

23. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email

addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

24. Information Authorization. Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

25. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

26. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.

- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 - 1. Tell us your name;
 - 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.

- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, 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 Eligible Transaction 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 Eligible Transaction Account. 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. We may revoke any provisional credit provided to you if we find an error did not occur.

27. Intellectual Property. All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

28. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites

or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

29. Password and Security. If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

30. Amendments. We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or 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 Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

31. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any

products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

32. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

33. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

34. Disputes. In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

35. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR

CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

36. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

37. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

38. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

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

40. Exclusions of Warranties. THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

41. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE

DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

42. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

Eclipse Bank Alerts Terms and Conditions

Alerts. Your enrollment in Eclipse Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Eclipse Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Eclipse Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Eclipse Bank** Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and

text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "**STOP**" to **31727** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in **Eclipse Bank** Online Banking. For help with SMS text alerts, text "HELP" to **31727**. In case of questions please contact customer service at **(502) 671-4800**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **Eclipse Bank** provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Eclipse Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Eclipse Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.