

This Agreement ("Agreement") governs your use of Tradition Capital Bank's Personal Online Banking. Please read this Agreement carefully. By enrolling in Personal Online Banking, you are agreeing to the terms of this Agreement. This Agreement includes, among other things:

- our obligations to you;
- your obligations as a user of Online Banking;
- the ways in which we may send you notices and disclosures;
- limitations on our liability to you;
- rights and responsibilities in accordance with Regulation E which only apply to consumers;
- schedule A (mobile banking);
- schedule B (mobile deposit);
- schedule C (Federal E-Signature Disclosure and Agreement);
- schedule D (Account to Account Transfer Terms of Service).

DEFINITIONS

In this Agreement, the words: "the Bank", "we," "us," "our" means Tradition Capital Bank.

"You," "your," or "user" means, as applicable, each owner of an Eligible Account or an Authorized Representative for an Eligible Account as described in this Agreement.

"Eligible Account" means each Tradition Capital Bank product you have with us which is accessible through Online Banking.

"Website" refers to the Tradition Capital Bank website and web pages accessible through <https://www.tradition.bank>.

"Alerts" are electronic notices from us that contain transactional information about the Eligible Account(s).

"Business Day" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays for bank accounts and products.

"Consumer" means a natural person who has an Eligible Account for which Online Banking is requested primarily for personal, family or household purposes.

"Authorized Representative" means a person with authority of any kind with respect to an Eligible Account.

The "Service" refers to any electronic access to your accounts.

"Wireless Device" means a cellular telephone or similar wireless communications device that is installed with software permitted by us that you have downloaded in order to conduct Mobile Banking transactions.

AGREEMENT

Online Banking is subject to this Agreement (including the Schedules, all of which are incorporated herein by reference) and also to the following, which are considered part of this Agreement: the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using Online Banking; Tradition Capital Bank's rules, procedures and policies, as amended from time to time, that apply to Online Banking, and each Eligible Account; the then-current rules and regulations of any funds transfer system or payment system used in connection

with an Eligible Account; and state and federal laws and regulations, as applicable.

In addition to this Online Banking Agreement, you may have a separate agreement for each of your Eligible Accounts. Each of your Eligible Accounts will continue to be subject to any other agreement that applies to it. If this Agreement conflicts with the other agreement, or the other agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the Eligible Account it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding Online Banking or features that appear in the specific agreement for your Eligible Account, but that do not appear in this Agreement, will apply.

To illustrate the rule in the preceding paragraph, if your Eligible Account is covered by another agreement and a dispute arises between you and us under that agreement, then the dispute resolution provisions in that other agreement will control and take precedence over the dispute resolution provisions in this Agreement.

As an exception to the general rule described in the above paragraph, if any other agreement you have with us includes terms that address your online access to an Eligible Account established primarily for personal, family or household purposes, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online access.

ACCEPTANCE OF THESE TERMS

By using any Online Banking product, you are agreeing to all of the terms outlined within this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement.

USE OF ONLINE BANKING

Subject to the terms and conditions of this Agreement, you may use Online Banking to access your Eligible Accounts and perform authorized transactions through the Website. Authorized transactions may include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous Business Day.

We may, from time to time, introduce new features to Online Banking or eliminate features from Online Banking. When this happens, we will update our Website accordingly.

You agree and understand that you are solely responsible for acquiring, maintaining and securing a computer or other electronic device that can handle and access Online Banking (including the necessary equipment), and that you are responsible for all costs associated with accessing Online Banking and your Eligible Accounts.

OWNERS AND AUTHORIZED REPRESENTATIVES

If an Eligible Account is owned by more than one person, each owner individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with their Eligible Accounts. We may act on the instructions of any owner without our having liability to any owner. Please refer to the specific agreements for your Eligible Accounts for more details.

You may appoint an individual as an Authorized Representative on an Eligible Account (which means you authorize another person not named as an owner on that Eligible Account to access and use that Eligible Account). If you do so, you represent and warrant that the Authorized Representative will be acting on your behalf and will be bound by this Agreement.

At all times while appointed as your Authorized Representative, all transactions that an Authorized Representative performs on an Eligible Account, including those you did not want or intend, are transactions authorized by you.

The account owner(s) of the Eligible Account are solely responsible for those transactions, and we are not responsible for them. To notify us that you want to terminate an Authorized Representative appointment, you must provide Tradition Capital Bank the appropriate documentation.

ACCESSING ONLINE BANKING FOR ELIGIBLE ACCOUNTS

You authorize Tradition Capital Bank to provide access to your Eligible Accounts through Online Banking. You may login to access your Eligible Accounts at the Website to obtain information and perform transactions.

To access your Eligible Accounts through our Website you must have a username and password. You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms of this Agreement, you will generally be able to access your Eligible Accounts through the Website 7 days a week, 24 hours a day. At certain times, Online Banking may not be available due to system maintenance or circumstances beyond our control. You agree to hold us harmless from any liability resulting from or arising out of the unavailability of Online Banking.

You must provide all telephone and other equipment, software (other than any software provided by us) you need to access Online Banking.

TERMINATING ONLINE ACCESS FOR ELIGIBLE ACCOUNTS

For violation of the Agreement: If you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule), you agree that we may suspend or terminate your access to your Eligible Accounts immediately and without notice to you. We will not be required to reinstate or re-activate your access.

By your own choice: If you close all of your Eligible Accounts or elect to withdraw from Online Banking, we will suspend or terminate your access. You may request removal of online access by calling Tradition Capital Bank at 952-806-6600. We will not be required to reinstate or re-activate your access.

Lapse of use: For security purposes, your Online Banking access will be automatically terminated if you do not log in for a period of 375 days. We will not be required to reinstate or re-activate your access.

ADDITIONAL PROVISIONS FOR ELIGIBLE ACCOUNTS

An internal transfer completed through Online Banking before the internal transfer cutoff time on a Business Day will be posted to your Eligible Account the same day. All internal transfers completed after the internal transfer cutoff time on a Business Day or at any time on a day that is not a Business Day, will be posted on the next Business Day. The internal transfer cutoff time is 6:00 p.m. (Central Time).

If you enroll in Online Banking, certain Eligible Accounts on which you are an account owner or authorized representative may be linked and displayed. Eligible Accounts that are linked together will appear on the Website's Account Summary page without regard to who else may have an ownership interest in each Eligible Account.

TRANSACTION ALERTS AND NOTIFICATIONS

Alerts. Your enrollment in Tradition Capital 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 Tradition Capital Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments canceled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within Tradition Capital Bank Online Banking and Alerts menu within Tradition Capital Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. 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. Tradition Capital 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 Tradition Capital Bank Online Banking message in-box, by an e-mail message. 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 96924 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 Tradition Capital Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 952-806-6600. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular, and Verizon Wireless.

Tradition Capital 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 Tradition Capital Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Tradition Capital 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.

DOWNLOAD OPTION

The download option for Eligible Accounts allows you to download certain information into Quicken®, QuickBooks®, Microsoft® Money, and other software we may identify from time to time on the Website, that you have installed on your computer (collectively "Personal Financial Management Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Personal Financial Management Software. The following is a brief description of the various features of and requirements for using the download option. From time to time, we may add

to, modify, or delete any feature of the download option in our sole discretion.

You understand and agree that:

- not all of the information in your Eligible Accounts can be downloaded into your Personal Financial Management Software;
- information you download may not include all of your account activity;
- statements generated by us are the official record of account transactions, positions and balances, and the information you download is for tracking purposes only and should not be considered an official record;
- the account information will not necessarily reflect banking, financial, or investment activities and transactions that have not yet been completed or settled, and will only reflect the account information in your Eligible Accounts at the exact point in time that you download the information (for example, transactions that have not settled may not be reflected);
- the account information that you download to your Personal Financial Management Software will not be automatically updated by us, and you will have to update the Eligible Account information by downloading more current information from your accounts;
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Eligible Account information in your Personal Financial Management Software, which, as stated above, may not be current and may not include pending transactions.

You agree and understand that:

- you assume all risk that any Eligible Account information you download and store in your Personal Financial Management Software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the Eligible Account information out of our secure online banking environment by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Personal Financial Management Software provider); and
- we are not responsible for the security and confidentiality of the Eligible Account information if you use wireless connections to download your account information, in which case you acknowledge such connection may (i) permit other persons to access the information being downloaded; or (ii) allow other persons access to your Personal Financial Management Software.

You agree that any Eligible Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

You agree and understand that the Eligible Account information you download through the download option is provided to you "as is" and "as available."

You agree and understand that we make no warranties and have no liability as to:

- the accuracy, completeness, availability or timeliness of the Eligible Account information, text, graphics, or other items in the Eligible Account information that you can download through the download option;
- the errors or omissions in the delivery or transmission of the Eligible Account information from us to you (and "you" includes delivery to your Personal Financial Management Software and/or your computer).

You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

You agree that we will not be liable to you for:

- your inability to use the download option;

- the accuracy, timeliness, loss or corruption, or misdelivery, of any Eligible Account information or any other information;
- unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet Online Banking providers ("ISPs"), acts of God, strikes, or other labor problems); or
- any other matter relating to the download option.

DOWNLOADING THIRD-PARTY SOFTWARE

From time to time, we may offer third-party software tools and products (such as Adobe) that you may elect to install on your computer (collectively "Third-Party Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

You agree and understand that:

- you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
- if you use the Third-Party Software to transmit information, you (and the Third-Party-Software provider) are responsible for the security and confidentiality of that information.

You agree that any Third-Party Software that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.

You also agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software (including the necessary equipment, including but not limited to a modem), and that you are responsible for all costs associated with accessing the Third-Party Software.

You agree and understand that any Third-Party Software you download through the download option is provided to you "as is" and "as available."

You agree and understand that we make no warranties and have no liability as to:

- the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software;
- the errors or omissions in the delivery or transmission of the Third-Party Software from us to you (and "you" includes delivery to your Personal Financial Management Software and/or your computer); and
- the Third-Party Software's fitness for a particular purpose and non-infringement of any third-party rights.

You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

You agree that we will not be liable to you for:

- your inability to use the Third-Party Software;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any Eligible Account information or any other information processed by the Third-Party Software; or
- unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or

alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

SECURITY FOR YOUR ELIGIBLE ACCOUNTS

You will use a username and a password, and/or such other security and authentication techniques as we may require from time to time, to access your Eligible Accounts through Online Banking. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party service. We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize Online Banking. We may also acquire detailed information concerning the computer or computers you use to access Online Banking, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to Online Banking.

For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password confidential. If you believe that your password may have been lost or stolen, or that someone has viewed, downloaded, or deleted electronic records from your Eligible Account without your permission, or if you suspect any fraudulent activity on your Eligible Account, you agree to immediately notify Tradition Capital Bank at 952-806-6600 during regular business hours.

PRIVACY

We are committed to protecting your privacy. All information gathered from you in connection with using Online Banking will be governed by the provisions of the Tradition Capital Bank Privacy Policy which can be found at <https://www.tradition.bank/information/#terms-of-use>.

We may use automated processes to detect any use of Online Banking that violates the terms of this Agreement or any applicable law.

ADDITIONAL RESPONSIBILITIES

You are responsible for:

- Actions that may be taken by anyone using Online Banking after signing in with your username and password. We are entitled to rely and act upon instructions received under your username and password.
- Keeping your username and password confidential and for ensuring that you have signed off from Online Banking when your session is complete to prevent unauthorized persons from using Online Banking.

You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of Online Banking and any fees associated with use of other services accessed through Online Banking on your Eligible Account whether or not authorized by you. You agree to immediately notify Tradition Capital Bank at 952-806-6600 and report any actual or suspected unauthorized use of your username or password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity.

You will:

- not use Online Banking for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use Online Banking;
- not use Online Banking for any activity or use that may disrupt Online Banking or the networks through which you access or use Online Banking; and
- not access or attempt to access any Online Banking account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

WARRANTY INFORMATION

To the fullest extent permitted by law, we make no warranties of any kind for Online Banking, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Online Banking will be uninterrupted or error free, that defects will be corrected, or that our Website that makes Online Banking available is free of viruses or other harmful components.

In no event will Tradition Capital Bank or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, Online Banking, or the inability to use Online Banking, even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- any loss or liability you may incur resulting in whole or part from any failure or misuse of your equipment, or Software provided by an external company such as an Internet browser provider, an Internet access provider, an online services provider or an agent or subcontractor of any of them or
- any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking.

Tradition Capital Bank does not make any representation that any content or use of Online Banking is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or Eligible Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction; would violate:
 - any applicable provision of any risk control program of the Federal Reserve or the Federal Deposit Insurance Corporation;
 - any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will Tradition Capital Bank be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement;

- your violation of any law or rights of a third party; or
- the provision of Online Banking or use of Online Banking by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Online Banking by you or your authorized representative.

NOTICES AND COMMUNICATION

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Eligible Account or Online Banking (collectively "Account Related Information") through mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("E-Address") of the owner of the applicable Eligible Account as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The E-Address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement.

Any Account Related Information will be deemed to have been sent on the first Business Day following the date on it. Account Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to, and received by, you at the time that we make it available for pick-up, display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners or Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal, Online Banking or overnight courier, at our sole option.

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either;

- To your E-Address,
- By posting the information on our Website or to your online banking documents, and sending you a notice to your postal address or E-Address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it.

ADDRESS CHANGES

You agree that you will notify us immediately in the event of a change to your address or E-Address. Address changes may be initiated:

- In person – You will sign documentation stating your new information.
- By mail, email or fax – The bank will follow its Change of Address procedures to ensure the address change is valid.
- If we receive an address change notice from the U.S. Postal Service. It is at our discretion to use this address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or E-Address only for the account(s) you specify or for all or some of your other account(s) with us. We are not responsible for any losses incurred as a result of you not receiving or otherwise not reading notifications or confirmations we send to you.

GENERAL PROVISIONS

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this

Agreement. When changes are made, we will update this Agreement on the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use Online Banking after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account.

This Agreement will be in effect from the date your enrollment in Online Banking is submitted by you and accepted by us and at all times while you are using Online Banking. Unless otherwise required by applicable law, either you or we may terminate this Agreement, in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

If you do not access your Eligible Accounts through Online Banking for 375 days, your Online Banking will be terminated. All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

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. The parties shall submit to venue in and jurisdiction of the courts as provided in the Terms and Conditions of Your Account.

We may assign our interest in this Agreement to Tradition Capital Bank, its successors, or to any now-existing or future direct or indirect subsidiary of Tradition Capital Bank; however, you may not assign or transfer this Agreement. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

Other than your personal account information, all content included or available on Online Banking, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of Tradition Capital Bank, and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on Online Banking is the exclusive property of Tradition Capital Bank and/or its licensors and is protected by copyright or other intellectual property rights.

In combination with other applicable Tradition Capital Bank agreements, this Agreement represents the agreement between you and Tradition Capital Bank regarding Online Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Online Banking will be deemed to have been modified by us and applied in a manner consistent with such laws. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

We may agree in writing (or otherwise) to waive a provision of this Agreement including without limitation a fee (a "waiver"). We may revoke any waiver.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

If you have any questions regarding this Agreement, please contact Tradition Capital Bank at 952-806-6600.

Tradition Capital Bank offers Mobile Banking through Fiserv Solutions, Inc. Mobile Banking is a personal financial information management service that allows you to:

- access Tradition Capital Bank account information such as balances and recent transaction history;
- transfer funds between your accounts at Tradition Capital Bank;
- make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service.

We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

USE OF SERVICES

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software (“Software”).

From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

RELATIONSHIP TO OTHER AGREEMENTS

You agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, T-Mobile, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

MOBILE BANKING SOFTWARE LICENSE AGREEMENT

License

Subject to any compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

License Restrictions/Revocation

This License shall be revoked immediately upon any of the following conditions,

- your termination of Mobile Banking;
- your deletion of the Software from your Wireless Device;
- your noncompliance with this agreement;
- or written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in this Agreement.

Software

The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third-party operating systems and applications that will be required to use the Software. You will be solely responsible for such third-party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by SMS text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other Online Banking services. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 952-806-6600 and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services.

Location-Based Information

If you use any location-based feature for Mobile Banking, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

Export Control

You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will

not use Mobile Banking in any embargoed or sanctioned country.

Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale

You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

Indemnification

You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Agreement, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

MOBILE BANKING FEES

We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of Mobile Banking. If you continue to use Mobile Banking after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. You authorize us to automatically charge your account ("Billing Account") for all such fees incurred in connection with Mobile Banking. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

ADDITIONAL PROVISIONS

Mobile Banking Services Limitations

- Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.
- Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.
- Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking.

- Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking.
- You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
- Information about activity is synchronized between the Mobile Banking software and our Website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Changes or Cancellation

You may cancel your participation in Mobile Banking by calling us at 952-806-6600. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

Use of Data

We, and our service providers, will use information you provide for purposes of providing the Mobile Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

Third Party Beneficiary

You agree that our service providers may rely upon your agreements and representations in this agreement, and such service providers are third party beneficiaries to this agreement, with the power to enforce its provisions against you.

Limitations and Warranty Disclaimers

We and our service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this Agreement, whether oral or written, expressed, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, have reason to know of, the possibility of such damages. Some states/ jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of us or our service providers to you in connection with the Mobile Banking Services or otherwise under this Agreement exceed \$5,000.

Mobile Deposit is designed to allow you to make deposits to Eligible Accounts by scanning checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. The Eligible Accounts designated by you during the enrollment process must be set up through the Bank. Each such deposit is referred to in this Agreement as a "Mobile Deposit Transaction." By using Mobile Deposit, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. By using Mobile Deposit, you authorize the Bank to request, and obtain from time to time, credit reports or other information from any consumer reporting agency. The Bank reserves the right to change Mobile Deposit at any time and in any manner in its sole discretion. Your continued use of Mobile Deposit will indicate your acceptance of any such changes to the Service.

LIMITATION OF SERVICES

When using Mobile Deposit, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you.

MOBILE DEPOSIT FEES

We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of Mobile Deposit. If you continue to use Mobile Deposit after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. You authorize us to automatically charge your account ("Billing Account") for all such fees incurred in connection with Mobile Deposit. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

ELIGIBLE CHECKS

You agree to scan and deposit only checks as the term "check" is defined in the Expedited Funds Availability Act as implemented by Regulation CC. You agree that you will not use Mobile Deposit to scan and deposit any checks as shown below:

- checks payable to any person or entity other than you;
- checks containing alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- checks previously converted to a substitute check, as defined in Regulation CC;
- checks drawn or payable through any foreign bank or a financial institution located outside the United States;
- checks that are remotely created checks, as defined in Regulation CC;
- checks not payable in United States currency;
- checks dated more than 6 months prior to the date of deposit;
- checks that are in any way incomplete;
- checks prohibited by the Bank's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Account Agreement;
- checks on which the numerical and written amount are different;
- checks that have been previously returned unpaid by the financial institution on which they are drawn;
- checks that are payable to cash;

- money Orders.

BUSINESS DAYS AND FUNDS AVAILABILITY

The Bank's general funds availability practices are outlined in our Funds Availability Policy. For purposes of determining the availability of funds deposited via Mobile Deposit, Mobile Transaction Deposits are classified as "not in-person deposits" as defined in Regulation CC. If you transmit your check(s) to the Bank before the cut-off time on any Business Day, we shall review and process your Mobile Deposit Transactions on that Business Day and will be credited to your account the same business day as defined within our Funds Availability Policy. If you transmit Your Mobile Deposit Transactions to us after the Cut-Off Time on any Business Day, we shall review and process your Mobile Deposit Transaction(s) on the next Business Day and credit will be given on the same next Business Day.

CUT-OFF

5:00p.m. Central Time

IMAGE QUALITY

The image of a check transmitted to the Bank using Mobile Deposit must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

- the amount of the check;
- the payee;
- the drawer's signature;
- the date of the check;
- the check number;
- information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field;
- other information placed on the check prior to the time that the image is captured (such as any required identification on the front of the check or any endorsements applied to the back of the check).

ENDORSEMENTS

Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "Mobile Deposit Only." Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

RECEIPT OF CHECK IMAGES

We reserve the right to reject any check image transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. An image of a check shall be deemed received when you see the deposit in your account. This does not mean that the transmission was error-free or complete, or that your Eligible Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Eligible Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

RETURNED DEPOSITS

Any credit which we deposit into your account immediately following a Mobile Deposit Transaction initiated

by you will be a provisional credit. If a check that you deposit using Mobile Deposit is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our Fee Schedules and Eligible Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.

DISPOSAL OF TRANSMITTED CHECKS

Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as "Electronically Presented" or "VOID" and to properly store the check to ensure that it is not presented again for payment. You agree any check that has been transmitted through Mobile Deposit will not be presented by you or any person again.

You agree to retain all checks that you have deposited through Mobile Deposit for a minimum of 5 calendar days, but no longer than 14 calendar days, from the transmission date. You agree to securely dispose of your check in a manner which will ensure the check will not be presented again.

DEPOSIT LIMITS

We will establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through Mobile Deposit which exceed your deposit limits.

HARDWARE AND SOFTWARE

In order to use Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank. You will also be required to download and install the Mobile Deposit application to your smart phone device from your wireless service provider. The Bank is not responsible for any third-party software you may need to use Mobile Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use Mobile Deposit.

MOBILE DEPOSIT SECURITY

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

YOUR RESPONSIBILITY

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit, copy or reproduce all or any part of the technology or Mobile Deposit; or interfere, or attempt to interfere, with the technology or Mobile Deposit.

ACCOUNT HOLDER'S INDEMNIFICATION OBLIGATION

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF ANY MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY MOBILE DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY MOBILE DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Please read this Federal E-SIGNATURE Disclosure and Agreement carefully and keep a copy for your records.

AGREEMENT TO CONDUCT TRANSACTIONS BY ELECTRONIC MEANS

This E-Signature and Electronic Disclosures Agreement (“E-Sign Agreement”) applies to all communications, documents, notices, disclosures and electronic signatures related to the products, services and accounts offered through this electronic means for all applicants, co-applicants and other individuals listed on any application or form including beneficiaries and authorized users, if applicable.

Described below are the terms and conditions for providing to you such communications, documents, notices and disclosures electronically. You agree to conduct the transactions offered through this online process by electronic means and acknowledge that all disclosures, forms, notices, terms and conditions, and documents (such as copies of appraisals) and other information related to such transactions will be provided to you through a web-based electronic interface or email. You further agree that all transactions completed through this online process will result in valid and legally binding agreements.

You also agree that you have adequate access to a computer with sufficient internet connectivity to conduct these transactions online. Your device must meet minimum requirements outlined below.

AGREEMENT TO USE ELECTRONIC SIGNATURES

You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the related documents just as if you had physically signed the same documents with a pen.

PAPER DELIVERY OF DISCLOSURES AND NOTICES

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. To receive a paper copy at no charge, please request it in one of the following ways:

- Online Deposit Account Opening Clients: You may obtain printed copies as long as you are an authorized user. You will have the ability to download and print any documents sent to you via the online deposit account opening system. If you wish for us to send you paper copies, see below for our contact information.
- DocuSign Clients: You may obtain printed copies as long as you are an authorized user of the DocuSign system. You will have the ability to download and print any documents sent to you via DocuSign for a limited period of time (usually 30 days) after such documents were first sent to you. After such time, if you wish for us to send you paper copies, see below for our contact information.
- Send an e-mail message with your name and mailing address to your account relationship officer at Tradition Capital Bank, or send a written request to the attention of your account relationship officer at Tradition Capital Bank, 7601 France Ave S Suite 140, Edina MN 55435. Be sure to state that you are requesting a paper copy of such documents, disclosures, notices, etc. Should you need to contact the account relationship officer, you may call the main office at (952) 806-6600 or toll free 1-888-993-4296.

Tradition Capital Bank does not charge you a fee for receiving paper copies of disclosures, notices, terms and conditions, other documents and all changes to the disclosures, notices, etc.

TO WITHDRAW YOUR CONSENT

To withdraw your consent to receive any future disclosures, notices, terms and conditions, and other documents electronically, you agree to notify the Bank in person, via telephone, or via U.S. Mail. See the above section entitled “Paper Delivery of Disclosures and Notices” for our telephone number and postal mail address.

TO ADVISE TRADITION CAPITAL BANK OF YOUR NEW EMAIL ADDRESS

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at deposit.servicing@tradition.bank and in the body of such request you must state: your previous email address, your new email address.

SYSTEM REQUIREMENTS TO ACCESS INFORMATION

To receive an electronic copy of the disclosures, notices, terms and conditions, other documents, and changes you must have the following equipment and software:

A personal computer or other device, which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.

SYSTEM REQUIREMENTS TO RETAIN INFORMATION

To retain a copy of the disclosures, notices, terms and conditions, other documents, your device must have the ability to download and store PDF files.

REQUIRED HARDWARE AND SOFTWARE

Online Banking

Operating System	Windows 7 and above; Mac OS High Sierra and above
Browser	Firefox 62.x and above; Safari 9.x and above
Mobile	Android 7 and above; IOS Tab 10.3 and above
PDF Reader	Adobe Acrobat Reader 8.0 or above.
Encryption	TLS 1.1 or above
Security Settings	Allow session cookies

Online Deposit Account Opening

Operating System	Windows 7 and above; Mac OS High Sierra and above
Browser	Firefox 62.x and above; Safari 9.x and above; Chrome 69.x and above
Mobile	Android 7 and above; IOS Tab 10.3 and above; Safari
PDF Reader	Adobe Acrobat Reader 8.0 or above.
Encryption	TLS 1.1 or above
Security Settings	Allow session cookies

Operating System	Windows 7 and above; Mac OS High Sierra and above
Browser	Firefox 62.x and above; Safari 9.x and above; Chrome 69.x and above
Mobile	Android 7 and above; IOS Tab 10.3 and above
PDF Reader	Adobe Acrobat Reader 8.0 or above.
Encryption	TLS 1.1 or above
Security Settings	Allow session cookies

ACKNOWLEDGING YOUR ACCESS AND CONSENT TO RECEIVE MATERIALS ELECTRONICALLY

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- until or unless I notify Tradition Capital Bank as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Tradition Capital Bank during the course of my relationship with you.

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Tradition Capital Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the 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. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the 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 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 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 Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. 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 Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. 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.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 7601 France Ave S Ste 140 Edina, MN 55435. We may also be reached at 952-806-6700 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. 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 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 Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) 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 6 of the General Terms 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 Service if you withdraw your consent to receive electronic communications.

8. 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.

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

10. Your Privacy. 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.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The 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 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 Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. payments that violate any law, statute, ordinance or regulation; and
- c. payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. 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 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. 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 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. 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, equities, 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 (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. 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 payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. 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 Service, regardless of the purpose of the use, and for all communications you send through the 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 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 Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the 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 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, 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 Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms 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 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 payments 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 will extend the time periods specified above to a reasonable period.

17. 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.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment 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 Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment 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 Payment 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 Payment Instruction if the payment 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 Payment 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 payment, 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.

19. 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 Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each 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 Service, to authenticate you when you log in, to send you information about the 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 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 Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- 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.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(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 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.

22. Errors, Questions, and Complaints. Section 22 applies to **consumer clients only**, and also includes Bill Pay, Person to Person Payments, Account to Account Transfers, and any other type of payment or transfer made through online or mobile banking.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms 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.

23. Intellectual Property. All other marks and logos related to the 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 Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and 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 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.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the 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 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.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the 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 Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. 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 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 Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

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

28. 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.

29. 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 28 of the General Terms 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 28 of the General Terms 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.**

30. 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 Service.

31. 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 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.

32. 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.

33. Exclusions of Warranties. THE SITE AND 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 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.

34. 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 SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE 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 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 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 SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE 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 SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS 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.

35. 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 Service and the portion of the Site through which the 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 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, 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.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

EXTERNAL TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "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.
- b. 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 (1) 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 (2) 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.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. 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 5 of the Transfer Money Terms (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 5 of the Transfer Money Terms (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. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. 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 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 6 of the Transfer Money Terms 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.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the 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.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. 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.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the 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 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 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the 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 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. 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.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail 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. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"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.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

Online Banking Security Tips

Internet threats have changed significantly over the past several years. At Tradition Capital Bank, we have security measures in place to protect your account information. These security measures cannot be effective without your help and cooperation. Here are some precautions you can take to help safeguard your personal information from identity theft and account fraud.

Passwords: Choose a password only you would know and use a combination of letters and numbers. Avoid using passwords that are easily guessed such as birthdays or home addresses. We will require your password to be a minimum amount of characters and may change that requirement from time to time.

Anti-Virus Protection: Make sure you have anti-virus software on your computer and it is current.

Logging Out: Do not “X” out of the website or close the page. Follow our exit procedures, by clicking on “Logoff” located in the upper left of the page.

Monitor your account(s) on a regular basis: Let us know immediately if you encounter anything that does not seem right.

Email Security: Generally, email is not encrypted, so do not send any sensitive information such as account numbers or other personal information. Tradition Capital Bank will not email you and ask for your personal information or other account information. If you receive an email claiming to be from our bank, take precautions and call us immediately.

You are important to us and it is our goal to help prevent identity theft and account fraud from happening to you. If you experience any security related events or notice suspicious activity within your accounts at our bank, contact us immediately at 952-806-6600. We will assist you in the investigation and guide you in necessary steps to handle these types of issues.