

ONLINE AND MOBILE BANKING AGREEMENT

The following information represents the Online and Mobile Banking Agreement between you or anyone authorized by you ("you," "your," "yours") and Broadway National Bank ("Bank," "we," "our," "ours"). This Agreement also includes (but is not limited to) by reference, as applicable, the signature cards for your Accounts; your Terms and Conditions (as defined in Section X.5 below); the Schedule of Fees, and all other applicable rate and fee schedules; Funds Availability Disclosure; all other instructions (including Operating Instructions, as such term is defined below); if you are a consumer, Truth in Savings Disclosures; and the terms and conditions contained or referenced herein relating to specific services that may be provided in connection herewith (this Online and Mobile Banking Agreement and of the aforesaid related agreements, schedules or disclosures being referenced herein collectively as this "Agreement") and hereby sets forth the terms and conditions governing the online banking services described in this Agreement (the "Service(s)") provided to you and describes your and our rights, responsibilities and obligations.

By using one or more of the Services, you agree to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service which you have selected.

Bank, in its sole discretion, may not permit you to use the Service until Bank has determined that you have accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review this Agreement. Regardless, you agree that your use of any Service shall, without any further action or execution or acceptance of any documentation on your part, constitute your acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

Article I. Definitions.

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

- **I.1.** "Access Device" means access equipment, including but not limited to a personal computer or a Mobile Device, that meets the requirements for use of the Service.
- **I.2.** "Access Device System" means all software, hardware, Access Devices or other equipment necessary to access the Services.
- **I.3.** "Account" or "Accounts" means one or more checking, savings, money market deposit, certificate of deposit or loan account that you have with us.
- **I.4.** "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

- **I.5.** "Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- **I.6.** "Authorization Form" means the Authorization for Online Banking Services form for use by business customers and attached hereto as Exhibit "A."
- **I.7.** "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- **I.8.** "Bill Payment Service" means our service available through Online Banking that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via an Access Device.
- **I.9.** "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking, from a Bill Payment Account to a Payee.
- **I.10.** "Business" means any owner of an Account that is not a Consumer.
- **I.11.** "Business Day(s)" means 8:00 a.m. to 6:00 p.m. CST (Standard or Daylight) Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- **I.12.** "Business Purpose" means any purpose other than for personal, family or household purposes.
- **I.13.** "Consumer" means a natural person who establishes an Account primarily for personal, family, or household purposes.
- **I.14.** "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- **I.15.** "Enrollment Form" means the Online Banking Enrollment form for business customers.
- **I.16.** "Mobile Device" means an Access Device that is mobile, including but not limited to a web-enabled mobile phone, smartphone, tablet, any personal data assistant or other wireless device.
- **I.17.** "Online Banking" means the service(s) described in this Agreement.
- **I.18.** "Operating Instructions" shall mean any information provided by Bank to you giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Agreement, are made a part hereof.
- **I.19.** "Password" means the confidential identification consisting of a sequence of characters or numbers or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- **I.20.** "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.

- **I.21.** "Primary Account" means the Account you designate for Online Banking Service fees to be charged.
- **I.22.** "PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.
- **I.23.** "Terms and Conditions" has the meaning provided in Section X.5.
- **I.24.** "Transfer" means a transfer of funds, initiated through Online Banking Service, authorizing Bank to debit or credit any of my Accounts.
- **I.25.** "Transfer Day" means Monday through Friday. Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

Article II. Setup and Use of Online Access Services.

II.1. Eligibility.

To have access to the Services you must be an authorized user of the software you select, if required for use with the equipment. In order to activate the Service, you must have at least one Account with us linked to the Service. You must create a login ID and Password (collectively, the "Login Credentials") which will be required to gain access to the Service. Eligible accounts include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

II.2. Security Procedure.

The use of the Login Credentials, as well as other security procedures, including (without limitation) any user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a security procedure, and any other procedures which the Bank directs you to use in this Agreement or the Operating Instructions, constitute the security procedures established by Bank to authenticate the identity of the person attempting to gain access to the Service (collectively, the "Security Procedures"). The Security Procedures are not designed for the detection of errors. We may require you to change your Login Credentials from time to time for security reasons. You should keep your Login Credentials in a secure location. Any person having access to your Login Credentials will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding this information. Providing this to another person effectively constitutes a grant of authority to access or make transactions on your Accounts.** You may also have the ability to add authorized users who, after establishing their own Login Credentials, will be able to access these Services as to your Accounts and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons.

Adding a person as an authorized user effectively constitutes a grant of authority to access or make transactions on your Accounts, and you acknowledge and agree that you shall be bound by any and all transactions initiated by an authorized user, even if they exceed the authority you intended to give.

- 1. II.2.1.** You agree to comply with the Security Procedures, and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us that the Security Procedures have been stolen, compromised, or otherwise become known to persons other than you or your authorized user(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your Accounts maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect errors in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such errors.
- 2. II.2.2.** You agree to keep all Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures to any unauthorized person. Where you have the ability to change or modify a Security Procedure from time to time (e.g., your Login Credentials), you agree to notify us immediately if you believe that any Security Procedures have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may require you to establish new Login Credentials or Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. **If you are a business, you agree to indemnify, defend all claims, and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by you, your employees', or agents' failure to keep the Security Procedures confidential and secure.**
- 3. II.2.3.** We reserve the right to modify, amend, supplement, or cancel the Security Procedures at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security

Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

II.3. Access.

Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, except that the Services may be inaccessible for reasonable periodic system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. You agree to access Online Banking and to use the Services in accordance with the Operating Instructions provided to you by us. The Bank may change the terms and conditions of this Agreement or any applicable Operating Instructions from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of the Services after the effective date of such changes will constitute your consent to the changes.

II.4. Access Devices, Browser Access and Internet Services.

In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations materially altered.

Article III. Online Access Services.

III.1. Available Services.

Customers may use the Online Services to:

1. 1. Make Transfers between Accounts you may have with us.
2. 2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. 3. Deposit checks via a camera enabled Mobile Device.
4. 4. Obtain Account balances. Your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
5. 5. Review recent transactions on your Accounts.

6. 6. Transfer money to make loan payments.
7. 7. Transfer money from Line of Credit to transactional accounts.
8. 8. Open additional accounts.
9. 9. Apply for a loan.
10. 10. Activate debit card controls.
11. 11. Download Account information in various formats.
12. 12. View your credit score.
13. 13. View check/print images.
14. 14. Order checks.
15. 15. Set-up and receive e-mail Alerts.
16. 16. Request a change of address.
17. 17. View Account statements and notices.
18. 18. Make transfers between Accounts you may have with us and accounts you have with other U.S. financial institutions.
19. 19. Communicate directly with Bank via the Online Banking secure message center.

These activities are limited to the extent noted herein and in the agreements governing your various services or accounts with us. All Services may not be accessible via a Mobile Device.

III.2. Additional Services.

Additional services may be added to Online Banking in the future. We may notify you of any new services available through Online Banking via an update to this Agreement or in other separate agreements. Information about new services may also be obtained from our website at <https://broadway.bank>. Not all of the products or services described on the Bank's website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

III.3. Restrictions; Limits.

In most cases you may use Online Banking to gain access to Accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

III.4. Vendor.

You acknowledge and agree that the Service may be provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

III.5. Availability of Service.

We will use commercially reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

III.6. Consumer Disclosure Provisions. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO CONSUMERS:

1. III.6.1. Unauthorized Transactions.

To the extent a Service transaction is an "electronic fund transfer" under Consumer Financial Protection Bureau Regulation E ("REG E"), tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Call us at the number for the Financial Institution provided in Section X.4. You could lose all the money in your Accounts (plus maximum overdraft protection or the maximum amount of any line of credit established with us). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

2. III.6.2. Bank's Failure to Complete Transactions.

To the extent that a Service transaction is an "electronic fund transfer" under Reg E that relates to an Account established by a Consumer, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your

losses or damages. However, we will not be liable (and any Payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

1. **.1.** Through no fault of ours, the Account selected by you does not contain sufficient available funds to complete the Payment or Transfer;
2. **.2.** The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
3. **.3.** Your equipment, including without limitation, PC, Internet service provider, telephone line, modem is not operating properly;
4. **.4.** The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
5. **.5.** You do not properly follow the instructional materials or Operating Instructions provided in connection with Online Banking;
6. **.6.** You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
7. **.7.** You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
8. **.8.** A Payee mishandles or delays the handling of Payments sent by us;
9. **.9.** Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
10. **.10.** Your Access Code has been reported lost or stolen;
11. **.11.** We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
12. **.12.** You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
13. **.13.** Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
14. **.14.** Circumstances beyond our control (such as telecommunication, Internet or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
15. **.15.** Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
16. **.16.** Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do

not include indirect, incidental, special, or consequential damages). There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

III.6.3. Error Resolution.

In case of errors or questions about your "electronic fund transfers", telephone us, or write us at the number or location provided in Section X.4 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your PC, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your PC. You must:

17. **.1.** Tell us your name and the Account number.
18. **.2.** Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
19. **.3.** Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within thirty (30) days after the first deposit to the Account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your Account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account), we will not credit your Account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the Account) for our investigation. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Article IV. Additional Information about the Services.

IV.1. Additional Information regarding Transfers and Payments.

1. **IV.1.1. Processing Internal Fund Transfers.** We can process a Transfer until 6:00 p.m. CST on a Transfer Day. If you initiate a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any

payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any NSF charges that may apply.

2. **IV.1.2. Cancelling Transfers or Payments.** You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Online Banking Service to cancel prior to the cutoff time on the Transfer Day or Business Day the transaction is scheduled to be processed. If you do not cancel a transaction before that time, we may process the transaction.
3. **IV.1.3. Confirmation Message.** Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Account Alerts have been enabled, a message will be sent to confirm the Transfer or Payment.
4. **IV.1.4. Transfer(s) from Savings/Money Market Deposit Accounts.** Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per monthly statement cycle. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts. There may be fees associated with these transactions. Refer to your Terms and Conditions and applicable schedule of fees for specific information.

IV.2. Electronic Communications and Notifications.

1. IV.2.1. E-Mails.

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act. Please note that e-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Login Credentials, account information, etc. via any general or public e-mail system.

2. IV.2.2. Account Notifications.

You may have the ability to set up an "Account Alert" which is a convenience feature that permits you to request a notification of certain specific situations. For example, you can request an Account Alert when an Account has reached a certain balance or check has been processed. You are responsible to input accurate information to set up the Account Alert. Account Alerts do not replace standard communications received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Alert is not set up properly or is not processed as a

result of factors beyond our reasonable control. You agree to keep your e-mail address up to date, using the Service. You understand that standard internet and text messaging rates may apply. Check with your mobile service provider for details.

3. IV.2.3. Secure Messaging.

You may communicate with us using the "Secure Messaging" feature offered as part of the Service. You agree not to use this feature to conduct transactions on an Account, to seek to accomplish any of the available services listed in Section III.1 (1-18), or to provide us with instructions or notice. We may post messages for you in the "Secure Messaging" location accessible through the App or your desktop browser. We may also use e-mail to notify you that a new message has been posted. After you log in, you agree to review all messages. You agree to keep your e-mail address up to date, using the Service. You understand that you will be deemed to have received the message once it is made available to you. We may not immediately receive secure messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on secure messaging if you need our immediate attention. In such cases, you should contact the Bank immediately. For example, if you need to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request.

IV.3. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

The law permits us to pay items (such as checks, drafts or electronic transactions) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you initiate. When processing items drawn on your account each day, we will pay debit card, ATM, and wire transactions in order of presentment to the Bank, and within categories, we pay checks in check number order and all other items smallest dollar items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or non-sufficient funds ("NSF") fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere.

IV.4. Mobile Banking Service.

If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service.

1. IV.4.1. Description of the Mobile Banking Service.

The Mobile Banking Service is similar to Online Banking Service and refers generally to any service allowing an existing Bank customer to access and view Accounts, selected by the customer from a Mobile Device whose network allows secure SSL traffic and supports WAP browsers. The services available to the text-enabled cellular phone are limited as further described in this Agreement. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. The Mobile Banking Service allows you to view transaction history, view Account balances, transfer funds between Accounts, pay bills to Payees, view

Account Alerts, and remotely make deposits, in addition to various other services that are now or may become available in the future. In most cases you may use the Service to gain access to Accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Account Access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

2. IV.4.2. Eligibility/How To Register For Mobile Banking Service.

To use the Service, you must have an open Account at the Bank and have a compatible Mobile Device. During the registration process, you will enter any information that we may require to authenticate your identity. You will be provided with further instructions on how to access the Service using a software application ("App"). During this registration process, you will be required to provide your Login Credentials or Biometric Logon that you must use each time you access the Service.

3. IV.4.3. Security Procedure.

In addition to other Security Procedures provided for in this Agreement, the use of Login Credentials and your Mobile Device, Biometric Logon is a security procedure established by Bank to further authenticate the identity of the person attempting to gain access to the Service. Biometric Logon is an authentication method to assist in verifying your identity. It collects your facial image or fingerprint (image capture), or your voice biometric (audio recording) if available. The security procedure is not designed for the detection of errors. We may require you to change your Login Credentials from time to time for security reasons. You should keep your Login Credentials in a secure location. Any person having access to your Login Credentials or your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Payment Services. With these Login Credentials, a third party will be able to use your Online Banking Service to add new Payees to the Bill Payment Service. **You are responsible for safeguarding your Login Credentials , including your Biometric Logon, and your Mobile Device. Providing your Login Credentials or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts under REG E.**

4. IV.4.4. Physical and Electronic Security.

Because the Mobile Banking Service is similar to online banking on a personal computer, there are security risks associated with the use of the Service. The Hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your Hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as an Access Device virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

5. IV.4.5. No Fees to Access Mobile Banking Service.

There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by

law. You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.

6. IV.4.6. Export Control and International Use.

The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

7. IV.4.7. Proprietary Rights.

Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

8. IV.4.8. Your Mobile Device and Your Software.

We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser, your mobile service provider, your personal financial management or other software, or any equipment you may use to access or communicate with the Service.

9. IV.4.9. Program Revisions.

We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

IV.5. Mobile Check Deposit Service.

The following terms and conditions are applicable to the Bank's Mobile Check Deposit Service ("MCDS"). Your use of MCDS is governed by the terms of this Agreement. By agreeing to the applicable account

documentation or by using or continuing to use MCDS you are acknowledging your election to use MCDS. You are responsible for maintaining a current email address and phone number and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your account to confirm it accurately reflects recent activity.

1. IV.5.1. Mobile Check Deposit Service Description.

The MCDS allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images and associated deposit information to us or our processor with your Mobile Device ("Mobile Deposit"). In order to use MCDS, you must be designated as an authorized signer or owner of an Account that is eligible for this MCDS and be approved by the Bank.

2. IV.5.2. Limits.

We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

3. IV.5.3. Checks Deposited and Security Interest.

You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the MCDS to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Bank's then current Procedures pertaining to the MCDS or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior express written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (f) are not acceptable to Bank for deposit into a deposit account as provided in the Terms and Conditions, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (f) each a "Prohibited Check" and, collectively, "Prohibited Checks"). **If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first**

having obtained Bank's express written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

4. IV.5.4. Requirements.

Each Check image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The Check image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include (i) your signature, (ii) your account number and (iii) the following statement: "For Mobile Deposit Only to Broadway Bank." You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

5. IV.5.5. Receipt of Deposit.

All Check images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Terms and Conditions and any amendments to such agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Bank on or before 6:00 p.m. CST or other cut-off time established by Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Mobile Deposit that is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. Cut-off time information is available on the Broadway mobile app or by calling the Bank as set forth in Section X.4. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Check images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you may receive notice of such rejection from the Bank. It is your responsibility to check your transaction history for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Check images

or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Check images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

6. IV.5.6. Original Checks.

After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of thirty (30) calendar days from the date of the Check image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as a Check image using a method of destruction that will result in the paper based Item being un-processable and all sensitive personal and financial information undecipherable. **You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you.** During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

7. IV.5.7. Contingency Plan.

You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Security Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the MCDS. The deposit of original Checks through these other methods shall be governed by the Terms and Conditions and not by the terms of this Agreement.

8. IV.5.8. Returned Deposits.

If images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee Financial Institution, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the original Check provisions in this agreement, the original Check will not be returned, and Bank may charge back an image of the Check to your Account. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an image or other debit as previously described is charged back to you.

9. IV.5.9. Your Warranties.

You make the following warranties and representations with respect to each image:

- Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Security Procedures and the Terms and Conditions;
- Image Quality. Each image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- Accuracy of Information. All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- No Duplicates. You will not: (i) create duplicate images of the Checks, (ii) transmit a duplicate image or file to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning financial institution, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- No Loss. No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning financial institution, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- Information. All information provided by you to Bank is true, complete and accurate;
- Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- Rule Compliance. You submit Check images in compliance with this Agreement, the Security Procedures, and all applicable laws, rules and regulations.

10. IV.5.10. Indemnification and Liability; Third Party Claims.

In addition to the other indemnities set forth in this Agreement, you hereby indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this

Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with all applicable laws, rules and regulations, (b) (i) Bank's provision of the Service, or (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be you or your authorized user, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any applicable laws, rules and regulations; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

Article V. Limitations.

Your use of these Services is subject to the following limitations:

V.1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

V.2. Frequency.

In addition to the Federal banking regulations that restrict the number of Transfers, Payments and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

V.3. Foreign Transactions.

No Payments may be made to Payees outside the United States, unless the Customer has been specifically approved by the Bank.

V.4. Additional Limitations.

Additional limitations may be contained elsewhere in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

Article VI. Parties' Responsibilities.

VI.1. Your Responsibility.

1. VI.1.1. Physical and Electronic Security.

- 1. .1.** You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any Access Device viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any Access Device viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own

discretion and risk, and Bank is not responsible for any damage to your Access Device or operating systems or for loss of data that results from the download of any such material, whether due to any Access Device virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

2. **.2.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). If you are a business, you agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Procedures, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You should notify us immediately of any such e-mail or other electronic communication. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
3. **.3.** In the event of a breach of the Security Procedures, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedures. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedures from you and not from a source controlled by Bank. In the event of a breach of a Security Procedure, you may be required to close your Accounts.

2. VI.1.2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your Login Credentials have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has made a Payment or Transfer or may make a payment or Transfer from your Account without your permission or if you suspect any fraudulent activity on your Account. You should refer to Section III.6.1 for additional information regarding unauthorized transactions.

3. VI.1.3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time. If you are a Consumer, the time period for reporting is not to exceed thirty (30) days from the date that we send or make your statement available to you. If you are a business, the time period for reporting is not to exceed thirty (30) days from the date that we send or make your statement available to you. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

4. VI.1.4. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

5. VI.1.5. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

VI.2. The Bank's Responsibilities.

Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- a. Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

- b. Your Access Device Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your Access Device or any Access Device virus or other problems related to your equipment used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your personal financial management or other software, or any equipment you may use (including your telecommunications facilities, Access Device Hardware and modem) to access or communicate with the Online Banking Services.
- c. Any Transaction or instruction that: (i) exceeds your collected and available funds on deposit with the Bank; (ii) is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe it may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

Article VII. Privacy/Information Sharing

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the Transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) where it is necessary for activating additional services; (e) to a consumer reporting agency for research purposes only; (f) if you give us your written permission; or (g) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (h) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our physical locations.

Article VIII. Termination.

VIII.1. Termination by you.

You may terminate this Agreement and your Online Banking subscription at any time by ceasing to use the Service or upon giving actual notice to the Bank. If you terminate Online Banking, you authorize the Bank to continue making Transfers or Payments you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further Transfers or Payments from your Accounts, including any Transfers or Payments you have previously authorized. Bank will not be liable for Transfers and/or Payments not cancelled or made due to your actions or omissions related to Service termination.

VIII.2. Termination by Bank.

Bank may immediately terminate this Agreement without prior notice (except as required by law) and for any reason. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further Transfers or Payments from your Accounts, including any transactions you have previously authorized. Bank will not be liable for Transfers and/or Payments not cancelled or made due to your actions or omissions related to Service termination.

VIII.3. Rights Cumulative.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Agreement will be at Bank's sole discretion.

Article IX. Changes in Terms and other Amendments.

The Bank may amend the terms of this Agreement and alter, change, or modify the Services provided under the terms of this Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments in the manner required by said agreement or applicable law. Your continued use of the Services shall constitute your agreement to such amendment.

Article X. Other Provisions.

X.1. Hours of Operation.

Our representatives are available to assist you on any Business Day by calling the number provided in Section X.4. We reserve the right to change these times upon our sole discretion with or without notice to you.

X.2. Ownership of Website.

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

X.3. Web-linking Practices.

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

X.4. Contact Information.

In case of questions related to this Agreement contact customer service at: Broadway Bank
Attn: eBanking Department
1177 NE Loop 410
San Antonio, Texas, 78209
Phone: [\(210.283-6500\)](tel:210.283-6500) or Toll-Free at [\(800\)531-7650](tel:800.531-7650)
Email: email@broadway.bank

X.5. Terms and Conditions of Your Account.

You acknowledge and agree that your Account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of your account ("Terms and Conditions") governing Accounts in effect from time to time between you and Bank. The Terms and Conditions are expressly incorporated herein by reference. In the event of any inconsistency between this Agreement and the Terms and Conditions, the Terms and Conditions shall control only to the extent of the direct conflict.

X.6. Effective Date.

The effective date of this Agreement shall be the date upon which you first access any of your Accounts through the Services.

X.7. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

X.8. Limitation of Liability.

1. **X.8.1.** YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S VENDOR HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. **X.8.2.** TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.
3. **X.8.3.** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.
4. **X.8.4.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY

ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

5. **X.8.5.** BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY ACCESS DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. **X.8.6.** BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR EQUIPMENT, ACCESS DEVICE HARDWARE OR SOFTWARE FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY EQUIPMENT, ACCESS DEVICE HARDWARE, SOFTWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR EQUIPMENT, ACCESS DEVICE HARDWARE OR SOFTWARE.

X.9. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or Access Device failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

X.10. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by crediting your account.

X.11. Indemnification.

IN ADDITION TO OTHER INDEMNIFICATION AND LIABILITY PROVISIONS ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, YOU WILL BE LIABLE FOR, HOLD HARMLESS, AND WILL INDEMNIFY THE BANK AND VENDOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL CLAIMS OF ANY SORT BY THIRD PARTIES OR OTHERS

ARISING OUT OF THIS AGREEMENT, INCLUDING ALL LOSSES AND EXPENSES INCURRED BY THE BANK ARISING OUT OF YOUR FAILURE TO REPORT REQUIRED CHANGES, TRANSMISSION OF INCORRECT DATA TO THE BANK, OR FAILURE TO MAINTAIN COMPLIANCE WITH ALL LAWS, REGULATIONS AND RULES. EXCEPT FOR THOSE LOSSES CAUSED DIRECTLY BY THE BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH, YOU AGREE TO INDEMNIFY AND HOLD THE BANK, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO (I) ANY SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT, (II) THE BANK'S ACTION OR INACTION IN ACCORDANCE WITH OR RELIANCE UPON ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM YOU OR ANY PERSON REASONABLY BELIEVED BY THE BANK TO BE AN AUTHORIZED USER OR REPRESENTATIVE OF YOU, (III) YOUR BREACH OF ANY OF YOUR COVENANTS, AGREEMENTS, RESPONSIBILITIES, REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT, AND/OR (IV) YOUR BREACH OF APPLICABLE LAWS, RULES OR REGULATIONS.

X.12. WAIVER OF JURY TRIAL.

Each party hereby knowingly and freely waives the right to a jury trial in any action, proceeding or trial arising or relating to this Agreement and any transactions subject to this Agreement.

X.13. Governing Law. These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of law provisions and without regard to your state of residence.

X.14. Enforcement.

Except as otherwise provided in this Agreement, in the event a dispute arises either directly or indirectly under this Agreement, the prevailing party in any such action shall be entitled, subject to applicable law and the provisions of any applicable arbitration provision, to payment by the other party of its reasonable attorneys' fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

X.15. Miscellaneous Provisions.

1. **X.15.1. Headings.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
2. **X.15.2. Severability.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
3. **X.15.3. Waiver.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

4. **X.15.4. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
5. **X.15.5. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement. **X.15.6. Transfers and Assignments.** You cannot transfer or assign any rights or obligations under this Agreement. The Financial Institution may assign its rights and delegate its duties under this Agreement to a company affiliated with the Financial Institution or to any other party.

X.16. Authority and Joint Accounts. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO CONSUMER ACCOUNTS.

You hereby represent and warrant that you have full right, authority and power to approve, execute, deliver and perform this Agreement. If the Account is a joint account, you are jointly and severally liable under this Agreement.

Each of you acting alone may perform transactions, obtain information, stop or change Payments or Transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. **Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.**

BY CLICKING ON THE "I AGREE" BUTTON RELATING TO THIS AGREEMENT WITHIN ONLINE BANKING, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE. IN ADDITION TO ACKNOWLEDGING ACCEPTANCE OF THIS AGREEMENT, BUSINESS CUSTOMERS MUST ALSO SIGN THE ENROLLMENT FORM IN ORDER TO USE THE SERVICES.

Signatures

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative. Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling or writing:

Customer Service:

210-283-6500 or toll-free at 800-531-7650

Mailing Address:

Broadway Bank
Attn: eBanking Department
1177 NE Loop 410
San Antonio, Texas 78209