

ONLINE BANKING AGREEMENT

Effective 06/01/2023

The Online Banking Agreement governs your use of the Online Banking Services provide by GBank. These services are available at the <https://www.g.bank> website or through our mobile application available on Android or IOS.

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms. This Agreement is revised periodically, and it may include changes from earlier versions. By using the Online Banking Services, you agree to the most recent version of this Agreement.

Introduction

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at GBank ("Bank", "we", "us" and "our") via our on-line Online Banking site(s) ("Online Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Online Banking Application.

Benefits of Online Banking

You may use Online Banking to:

- Transfer funds between your linked GBank accounts on either a one-time or recurring basis, including as a payment to a linked loan.
- Transfer funds between linked GBank business accounts and linked personal accounts.
- Transfer funds from your linked GBank personal or sole proprietor accounts to most GBank personal or sole proprietor deposit accounts of other individuals.
- View current balance information for your linked GBank accounts.
- Review available transactions for your linked accounts.
- Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking, or saving statements, stopping payment on checks, changing address and phone, and changing your Online ID and Online password.
- Send us secure online mail messages and questions regarding your Online Banking service.
- Use Mobile Banking.

Some of the above services may not be available for certain accounts or customers, or if you access Online Banking through Mobile Banking.

The Bank may, from time to time, introduce new On-Line Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

Security and Protecting Your Account

You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your periodic statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account.

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access the Bank with certain browsers that have a high security standard.
- You must have a valid Online Banking User ID and password to logon.
- If no action is taken for 15 minutes, you will be automatically logged off the Online Banking service.

Biometric Features

A Biometric Feature (face scanner or fingerprint) can be used to log into your device and access the Online Banking Services. You have the option to enable the Biometric Feature instead of using your Log-in Credentials. You acknowledge that in using the Biometric Features stored in your device, a person that looks like you may be able to access the Online Banking Services on that device. It is your responsibility to control access to your device to prevent any unauthorized access to the Online Banking Services.

Requirements

You must have at least one checking account at GBank and acquire one or more of the following access devices:

A. Computer hardware and software required to access the System, World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128-bit encryption standard, firewall, anti-virus software, anti-spyware software and a valid e-mail address required to access the System.

B. Mobile access device (defined as a supportable cellular smartphone, tablet, personal digital assistant "PDA", or other type of wireless communication or mobile handheld device that is web enabled, is capable of conducting Internet banking transactions via our Mobile Banking Service, allows secure SSL traffic, Wireless Application Protocol "WAP", other protocols that we may select or approve from time to time, and that is also capable of receiving text messages "SMS") required to access the System.

In addition to compatible hardware and software, you must have an Online Banking User ID, a password and maintain one or more of the following eligible accounts at the Bank:

- Preferred Checking
- Premier Checking
- Enterprise Checking
- Liberty NOW
- Personal Money Market
- Personal Savings
- Prestige Checking
- Executive Checking
- Presidential Checking
- Integrity NOW
- IOLTA NOW
- Business Money Market
- Business Savings

Password

Your password will give you access to the Bank accounts via Online Banking. The Bank is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Online Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking and the On-Line Financial Services. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

Accessibility

You can usually access On-line Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all Online Banking or On-line Financial Services may not be available due to system maintenance or reasons beyond the Bank's control. The Bank does not warrant that Online Banking or On-line Financial Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our call office to conduct your transactions. An On-line Financial Service transaction initiated prior to 6:00 PM PST on a banking day is posted to your account the same day. All transfers completed after 6:00 PM PST, or on a non-banking day, will be posted the following banking day.

Consent to Electronic Delivery of Notices

In accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), you agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website, by e-mail, text message,

or by any other electronic means. You must provide us with your electronic address for such disclosures and notices during the enrollment period, and you agree to notify us immediately of any change in your electronic address by providing it through the System or Service. All disclosures and notices provided by us are deemed to be given and received by you immediately upon being sent to your electronic address, including those that may appear in your account statement from time to time. We are not required or obligated to provide any disclosure or notice to you by regular mail or by any other means other than electronically unless specifically required by law. If you withdraw your right for us to provide you with electronic delivery of such disclosures and notices, we may terminate your access to the System. Your computer or mobile access device must have the ability to save such disclosures and notices or print them which were sent to you electronically from us. You may also request a paper copy of an electronic disclosure or notice at no charge by contacting us at 702-851-4200.

Notifi Alerts Terms and Conditions

Alerts. Your enrollment in GBank 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 GBank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. GBank 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 GBank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 99588 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 GBank Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 1-702-851-4200. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. GBank 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 GBank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold GBank, 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.

Fees and Charges

There is no fee for the use of Online Banking as described in this Agreement. However, there may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your deposit account(s) these amounts and any additional charges that may be incurred by you. Any fees associated with your deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or Online Financial Services. You may not gain, or attempt to gain, access to any Online Banking and/or Online Financial Service server, network or data not specifically permitted to you by the Bank or its suppliers, and you must not include any obscene, libelous, scandalous, or defamatory content in any communications with the Bank or its suppliers.

Accessing the Service

When you complete your internet banking enrollment form, you will be given an opportunity to request a User I.D. and Password. You will use the User ID and password to access both the Internet Banking product and the Bill Pay product.

Each time you access the Service, you will be asked to enter your User ID and Password. The correct responses will give you access to the Service.

Reporting Unauthorized Transactions

Contact us at 702-851-4200 to report unauthorized transactions. You may also write us at:

GBank
9115 West Russell Road, Suite 110
Las Vegas, NV 89148

Internal Funds Transfer Service

In addition to account information reporting, the Customer may request access to certain Funds Transfer Services as described below. If the customer or any of its authorized representative use the Funds Transfer Services described, the following condition (s) apply:

All funds transfers completed after 6:00 PM PST, or on a non-banking day, will be posted the following banking day. The following condition(s) shall apply:

When you use the Internal Funds Transfer Service, you must have sufficient funds available in the selected deposit account to cover the amount of the transfers. If your deposit account does not have sufficient available funds, the transfer may not be completed. If your deposit account does not have sufficient available funds to issue a transfer as of the date the transfer is scheduled to be deducted and we have not exercised our right to reverse or reject a transfer, you agree that this will constitute an overdraft under the Deposit Agreement, and to pay any fees incurred as set forth in our current Fee Schedule. We are under no obligation to notify you if we do not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, it is your responsibility to remake and resubmit such transfers, or otherwise resolve the rejection or return.

Transfers can be made on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every two weeks.

One-time immediate transfers can be made from a linked GBank checking, savings, money market, or line of credit to most linked GBank accounts.

Scheduled and recurring transfers can be made from a linked GBank checking, savings, or money market account to a linked checking or savings account.

Transfers from a deposit account are immediately reflected in the account's available balance. Transfers from a line of credit account are immediately reflected in the account's available credit amount.

Transfers scheduled for a weekend, or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested. The cut-off time for same-day credit is 6:00 PM PST.

However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance, we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history.

Please note, transfers to any deposit account on a Saturday, Sunday, or bank holiday, will appear with our next business day's date in the deposit account transaction history.

All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

Federal regulations and your deposit agreement with us impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, or Online Banking transfers or payments from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If checks or debit cards are allowed on the account, no more than six (6) transfers may be made by debit card purchase, check or similar order. If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest. Each transfer or payment through the Online Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. We recommend that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers. Please review the deposit agreement for your account for more information.

Wire Transfers-The Customer acknowledges that the Wire Transfer feature of the Service is an alternate entry system for issuing Wire Transfer orders between the Customer and the Bank. A separate Wire Transfer Agreement between the Customer and the Bank is required. This Wire Transfer Agreement shall govern the acceptance and liabilities for all Wire Transfer requests.

ACH Transactions- The Customer acknowledges that the ACH Transaction feature of the Service is an alternative entry system for issuing ACH transaction orders between the Customer and the Bank. A separate ACH Origination Agreement between the Customer and the Bank is required. This ACH Origination Agreement shall govern the acceptance and liability for all ACH Transaction originated by the Customer.

Send money with Zelle®

We have partnered with the Zelle Network® (“Zelle”), a convenient way to send, receive, and request money to or from a Payment Account by using an email address or a mobile phone number. (Zelle provides no deposit account or other financial services, and you may not establish a financial account of any kind with Zelle. Zelle neither transfers nor moves money; all money will be transmitted by the participating network bank.)

With Zelle you can initiate:

- A one-time payment that will begin processing immediately
- A one-time future payment that will begin processing on a specified date
- A recurring future payment that will begin processing on a specified series of dates

Zelle is intended to help you send money to friends, family, and other people or businesses you know and trust. Do not use Zelle to send money to anyone you do not know or trust. You agree that neither we nor Zelle are responsible for resolving any dispute you have with another person or business you have sent money to, or receive/requested money from, using Zelle.

Enrolling with Zelle

To send or receive money with Zelle you must enroll with Zelle by linking a Payment Account to your email address and/or a mobile number. You may link more than one email address and/or mobile number to the same Payment Account, but you cannot link the same email address and/or mobile number to more than one Payment Account.

The email address and/or mobile number you provide must be one that you regularly use and intend to use for an extended period of time. You may not enroll in Zelle with a landline, Google Voice, or a Voice over Internet Protocol number.

You agree to immediately notify us and update any of your enrolled email addresses or mobile phone numbers that are transferred, surrendered, or otherwise compromised; failure to do so may result in delayed or misdirected payments.

We reserve the right to unenroll any email address or mobile number that you enroll with *Zelle*. For example, we may unenroll your enrolled email address or mobile number after a period of inactivity, or if we receive notice from your wireless operator that you have changed your phone number or changed mobile service providers.

ALLData User Agreement

Our unique service (the "Service") enables you to bring together, in one convenient location, as many of your accounts and financial relationships as you wish. Please take a few minutes to read this User Agreement (referred to throughout as the "Agreement"). This Agreement is between you and G Bank .

Any reference to Institution in this Agreement includes any directors, officers, employees, contractors, agents, service providers or licensees of the Institution. As used in this document, the words "you" and "your" refer to the undersigned's use of the Service; the words "I" "me" "we" "us" "our" and any other variation thereof, refer to your Institution. When you're ready, click the "I Accept" button to start enjoying the convenience of the Service.

Acceptance of Terms

When you click on the "I Accept" button, you agree to accept the terms and conditions (the "Terms") of this Agreement, including any amendments to the Agreement or changes in the Terms. If you do not agree to all of the Terms, click on the "I Decline" button. If you do not accept and agree to all of the Terms, you will not be entitled to use the web site, Content, software and Services. Institution reserves the right to change the Terms under which the Services are offered in its sole discretion at any time; however, Institution will notify you of any material changes to the Terms. In most cases, you will receive notice on-line the next time you log in; however, Institution reserves the right to notify you by e-mail or conventional mail, at its discretion. You agree that if you continue to use the Services after Institution notifies you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement at any time by clicking User Agreement. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Services, you can unsubscribe by using the online feature to unsubscribe. Alternatively, if you prefer, you can unsubscribe by sending a registered or certified letter to the Institution. Once your account with Institution has terminated for any reason, you will have no further right or access to use the Service. To use the Service you must be at least eighteen (18) years old and have an e-mail address.

Privacy and Security

Institution regards your privacy and security with the utmost importance, and is absolutely committed to safeguarding any information that you share with Institution. In order to provide the Service, situation must obtain from you certain personal information including information needed to access your Third

Party Accounts. Institution will use this information only on your behalf and to carry out your instructions. This information is necessary to create your user profile, which allows you to access the Service. You may access, review and update your personal and account information at any time by navigating to Options in G Bank Online Banking. You agree that the Institution may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to the Institution in order to provide the Service, and you hereby give the Institution a license to do so. By submitting Content, you represent that you have the right to license such Content to the Institution for the purposes set forth in this Agreement.

Third Party Accounts

You understand and agree that, in order to provide the Service, it is necessary for the Institution to access third party Web sites and data bases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize the Institution to access such Third Party Accounts to retrieve such Content as requested or authorized by you, or for any other purpose authorized by this Agreement. You warrant and represent that the information you are providing Institution with is true, correct and complete. You represent and warrant to Institution that you have the right to authorize and permit us access to your Third Party Accounts, you assure us that by disclosing the information to us and by authorizing us to use such information to access your Third Party Accounts, you are not violating any third party rights. You hereby authorize and permit the Institution to use Content and other information submitted by you to the Institution (such as account passwords and user names) to accomplish these purposes and to configure the Service to be compatible with the Third Party Accounts.

For as long as you are using the Service, you give to the Institution a limited power of attorney and appoint Institution as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Third Party Accounts, retrieve Content, and use your Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Service, as fully to all intents and purposes as you might or could do in person. Once Institution has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Institution in good faith before it has actual knowledge of termination by you shall be deemed to be authorized by you. To notify Institution that you wish to discontinue using the Service, you may send us an e-mail as provided in this Agreement.

You understand and agree that at all times your relationship with each Third Party Account provider is independent of Institution and your use of the Service. Institution will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN INSTITUTION IS ACCESSING AND RETRIEVING INFORMATION FROM THE THIRD PARTY ACCOUNTS, INSTITUTION IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. YOU AGREE THAT INSTITUTION, ITS AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY UPON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT INSTITUTION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) INSTITUTION'S ACCESS TO THE THIRD PARTY ACCOUNTS; (2) INSTITUTION'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNTS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN CONTENT RETRIEVED FROM THE THIRD PARTY ACCOUNTS AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

Securities Quotations and Foreign Exchange Rates

In order to update the value of your assets as shown to you, we will access your Third-Party Account. INSTITUTION MAKES NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRICE QUOTES, NOR DOES INSTITUTION MAKE ANY REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT.

The Foreign Exchange rates used in currency calculations are currently provided by xe.com. The Foreign Exchange rates are not real time. Neither Institution nor xe.com is responsible for the accuracy of the rates provided or for any actions taken in reliance thereon.

Alerts

An alert enables you to receive a notice via email or other devices concerning available information in your Third-Party Accounts. You are responsible for determining the criteria that governs the alert and the Service will send an alert to you based upon the instructions you provide to us. Your instructions are neither reviewed nor verified by Institution prior to or following activation of any alert. At any point, you can enable or disable an alert.

You understand and accept that an alert is transmitted electronically, and you acknowledge that you have no expectation of privacy with respect to such information. You acknowledge that the information in the alert is unencrypted and can be accessed, used, or misappropriated by unintended third-party recipients. Institution is not responsible for any unauthorized use or misappropriation of any and all information transmitted through the alert. Institution does not guarantee the delivery or the accuracy of the contents of each alert. You acknowledge and agree that delivery of an alert may be delayed or prevented by factor(s) outside our control, and we shall not be liable for any losses or missed opportunities incurred by you due to the delayed, non-delivery or misdirected delivery of an alert.

Institution provides this service as a convenience to you for information purposes only. Institution reserves the right to terminate its alert service or begin charging a fee for such service at any time without prior notice to you. Institution shall not be liable for any direct, indirect, special, incidental, or consequential damages caused by (a) non-delivery, delayed delivery, or the misdirected delivery of an

alert; (b) inaccurate or incomplete information in an alert; or (c) your reliance on or use of the information provided in an alert for any purpose.

Password

To enable you, to access the Service, you will be asked to choose a Password when you register with us. You will then create an account and will be given a customer number. You are responsible for maintaining the confidentiality of your customer number and Password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you. Therefore, it is important that you **DO NOT SHARE YOUR ACCOUNT NUMBER OR PASSWORD WITH ANYONE FOR ANY REASON**. We will never email, call or otherwise ask you for your password or other PFM credentials.

Electronic Communications

The Service is an electronic, Internet based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

This Agreement and any amendments, modifications, or supplements to it. Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.

Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.

Any other communication related to the Service. Although Institution reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the Service. You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the Profile page. Communications may be posted on the pages of the Service website and/or delivered to the e-mail address you provide. All electronic Communications sent by e-mail will be deemed to have been received by you when Institution sends it to you, whether or not you received the e-mail. If the Communications is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after Institution posts the Communication on the pages of the Service, whether or not you retrieved the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by Institution's e-mail server to the appropriate e-mail address. An electronic Communication by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications

Proprietary Rights

You acknowledge and agree that between Institution and you, the Institution owns all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Service or technology.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to Institution that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation

Institution may modify or discontinue the Service or your account with Institution with or without notice, without liability to you, any other user or any third party. Institution reserves the right to terminate your account at any time and for any reason, including without limitation if Institution, in its sole judgment, believes you have engaged in conduct or activities that violate any of the Terms or the rights of the Service, or if you provide Institution with false or misleading registration information or interfere with other users or the administration of the Service.

You may terminate your account with Institution at any time by using the online feature to unsubscribe. Alternatively, if you prefer, you can unsubscribe by sending a registered or certified letter to Institution. Once your account with Institution has terminated for any reason, you will have no further right or access to use the Service, and Institution will not access your Third-Party Accounts thereafter for any reason.

Links To Third Party Sites

The Service may contain links to other Web sites ("Linked Sites"). Such links are provided solely as a convenience for you. While Institution will attempt to select and provide links to Linked Sites that it believes may be of interest to its customers, Institution does not screen, approve, review, or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Institution, its affiliates, and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." INSTITUTION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE SERVICE, INSTITUTION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY INSTITUTION FROM THE THIRD PARTY ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

INSTITUTION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION RETRIEVED BY INSTITUTION FROM THE THIRD PARTY ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF INSTITUTION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless Institution, its affiliates, partners, officers, directors, employees, service providers, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Service, Institution's reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity.

Miscellaneous

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Third-Party Accounts linked to the Service; and that you may rightfully authorize Institution to access the Third Party Accounts. You understand that Institution is not responsible or liable if your financial institution's or any other provider of Third Party Accounts system "goes down" or if they have any system failures and we are unable to retrieve information on your behalf.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Institution's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Institution's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on the Service, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of Institution's rights waived, only if Institution agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by Institution. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Service, at Institution's discretion. All notices to Institution must be made in writing and sent to Institution via registered or certified mail. This Agreement is personal to you, and you may not assign it to anyone.

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its conflict of law provisions or your actual state or country of residence. Both parties shall submit to venue in Baltimore City, Maryland. Each party to this Agreement hereby consents to the jurisdiction and venue of the U.S. federal and Maryland state courts located in Baltimore City, Maryland.

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall be effective immediately when you click the I Accept button below.

Transfer Now Services

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and GBank (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 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 the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all 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 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 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: 9115 W Russell Rd Ste 110 Las Vegas, NV 89148 We may also be reached at 702-851-4200 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.

- 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 law's 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.

ACCOUNT TO ACCOUNT 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 (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- 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.

Bill Payment Service

This is your bill paying agreement with GBank. You may use Banks's bill paying service, Bill Pay, to direct GBank to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures, and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including the Financial Institution, you designate, and the Financial Institution accepts as a payee.

How to Set Up Merchants/Payments - When you sign onto the bill pay system you will establish your list of Merchants by selecting the Add button on the Set-up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. The Financial Institution reserves the right to refuse the designation of a Merchant for any reason. The Financial Institution is not responsible if a Bill Payment

cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

The Bill Paying Process - The Financial Institution will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by the Financial Institution, which is currently 1:00 p.m. PST. Variable bill requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day. The Financial Institution reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS.) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is at least five (5) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize the Financial Institution to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
2. Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances; and/or

3. The payment processing center is not working properly, and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

Returned Payments - In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the Service is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment or void the payment and credit your Payment Account. You may receive notification from the Service.

Liability - You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Merchant for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

Amendment and Termination - The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

Fees - The fee for the Bill Paying Service is Free. Additional Charges for Customer requested Services and other items. These charges will only be assessed if you request one or more of the services listed here. There will be no charge for any item if needed to correct a Financial Institution error.

- Deposited Item Returned Fee - \$5.00
- Wire Fee Incoming Domestic - \$12.00
- Wire Fee Outgoing Domestic - \$25.00
- Wire Fee Outgoing International - \$50.00
- Stop Payment - \$30.00
- Overdraft Service Fee - \$5.00
- Non-Sufficient Funds - \$30.00
- Research Fee - \$25.00/Hour
- Special/Custom Report Charge - \$25.00/Hour

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

Responsibility - Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or On-line Financial Services; (ix) you knew that Online Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Unauthorized Transactions - You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need

any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we could establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

Stop Payment Service

You acknowledge that the Stop Payment Service is an alternate entry system for issuing Stop Payment Orders. When utilizing this feature, you warrant that the information describing the check or draft, including the check or scheduled transfer date, its exact amount, the check number and payee, is correct. You acknowledge that the exact amount of the check or draft is required, and if the incorrect amount or any other incorrect information is provided, we will not be responsible for failing to stop payment on the item. You agree that the Stop Order must be received by us within a reasonable time for us to act on the order prior to final payment of the check, or if an ACH/EFT transfer, at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT. A Stop Payment Order received by us using the Stop Payment Service will be accepted as if it were in written form, will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration.

By directing us to stop payment on the transaction(s), you agree to hold us harmless against any and all loss, claims, damages, and costs, including court costs and attorney's fees that we may suffer or incur by reason of non-payment of the above transaction if presented prior to withdrawal of these instructions or expiration thereof.

You agree to hold harmless and indemnify us for all expenses, costs, and damages incurred by payment of the item(s) if such payment is the result of failure of you to meet the time requirements noted above, or if such payment is the result of failure of the account holder to furnish any item of information requested above completely, accurately and correctly.

We will charge a stop payment fee for each stop payment request placed through the Stop Payment Service on a check or item in accordance with your Account Agreement with us. This fee will be deducted from the account which the check or item was initiated or drawn on. Stop payment order on a Bill Payment will depend on the payment method and whether or not a check has cleared. To stop payment on a Bill Payment, refer to the "Bill Payment Service" portion of this Agreement.

Commercial Capture Service

The customer acknowledges that the Commercial Capture Service to capture images of checks, share drafts, and other items ("Checks") and then transmit those images and other data to us electronically for deposit to your account is an alternative entry system. A separate Commercial Capture Agreement between the Customer and the Bank is required. This Commercial Capture Agreement shall govern the acceptance and liability for all captured images.

Mobile Banking Service

The Mobile Banking Service (the "Service") allows you to use your mobile access device to:

- Access your account balance information;
- Review transaction history and perform queries or transaction searches;
- Make transfers and loan payments;
- Make payments using our System Bill Payment; and
- Make deposits using image capture.

To use this Service, you must be enrolled in Online Banking. We offer this Service as an added convenience as a user of the Online Banking. However, the Service is not intended to replace your access of, or replace the full functionality of, the Online Banking's capabilities through the use of your personal computer to access all of the Services for managing your accounts with us.

Mobile Banking is a service provided to you by GBank and powered by a Third-Party Licensor. Section A is a Legal Agreement between GBank and the End User. Section B is an Agreement between the Third-Party Licensor and the End User.

Section A.

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from GBank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

2. The services are provided by GBank and not any other third party. You and GBank are solely responsible for the content transmitted through the text messages sent to and from GBank. You must

provide source indication in any message you send. (e.g., mobile telephone, "From" field in text message etc.)

3. GBank follows a business practice of never initiating a request for non-public information via a voice phone call or by sending you an email message, a facsimile ("Fax") transmission, and/or a text message. The Bank will never send you an electronic message with an embedded link for you to "Click on" (select) to respond with non-public confidential information, such as a social security number, account number, birth date, User ID information, password, etc. When pointing your Internet browser to the bank's website at www.g.bank you agree to be reasonably prudent and confirm the website you have accessed is www.g.bank and not a third-party website with a similar, but different website address. You agree that if you ever have doubts or suspicion about the authenticity of the communication you receive that is purporting to originate from GBank, you will seek independent confirmation of the message by contacting the Bank via a personal on-site visit to a bank office or through a communications channel, such as the email address or phone number provided by the Bank in this agreement.

Section B

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider (Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to your (if any), regardless of the media or form in which they may exist (collectively the "Software")

2. License subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All right not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not (i) modify, revise or create any derivative works of the Software, (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copy right.

4. Disclaimer Warranty. The software is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses, or the operation of the software will be uninterrupted. Your use of the software and any other materials or services downloaded or made available to you through the software is at your own discretion and risk. You are solely responsible for any damage resulting from their use.

5. Limitations of Warranty. To the maximum extent permitted by applicable law, in no event will the Licensor, the Provider of any financial services available through or related to the software, any of their contractors or providers, or any of each of their affiliates be liable for any damages arising out of the use or inability to use the software including but not limited to any general special incidental or consequential damages, even if advised of the possibility there of, and regardless of the legal or equitable theory (contract, Tort or Otherwise) upon which any claim is based. In any case, liability of Licensor or any of the other persons or entities described in the preceding sentence arising out of the use or inability to use the software shall not exceed in the aggregate the lesser of \$10.00 or the sum of the fees paid by you for this license.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to Restricted Rights. In accordance with 48 CFR 12.212 (Computer Software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contract for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products, or services made available to you via the Software.

Accessing and Using the Service - Upon initial login, you will be required to enter your User ID, Password and Authentication Method provided by us after enrollment into the Service on your mobile access device. At that time, you will be required to change your Password according to our security criteria and select your Authentication Method. Going forward, you will use this information for future login purposes into the Service. You acknowledge and agree not to provide any information regarding your access to the Service to any unauthorized person. It is your responsibility to keep this information confidential and secure, to not disclose or share it with anyone, to check your account statements and transactions on a regular basis, and promptly report any errors to us at 702-851-4200. Failure to do so will enable others access to the Service and your accounts, and you will be held liable for any transactions they authorize, and we will not be responsible for any damages as a result.

Instructions regarding the use of the Service are available on our website and within the System. You acknowledge and agree that you are responsible for learning how to properly use your mobile access device and the Service before actually doing so in accordance with these instructions, including any modifications that we may perform to the Service from time to time. You agree not to use the Service or

the information or content outside of these instruction parameters or in any manner whatsoever. Please contact us at 702-851-4200 with any questions you have regarding the use of the Service.

You acknowledge and agree that by using the Service you are directly responsible for taking all appropriate precautions to ensure the security, safety and integrity of your account and transaction information. You agree not to use the Service while driving, or in any other manner that could be considered illegal. In addition, you agree not to leave your mobile access device unattended while logged into an active session of the Service and to log off immediately at the completion of each session.

Operational Availability - We use commercially reasonable efforts to ensure the Service is available 24 hours a day, seven days a week. However, we cannot guarantee that the Service will be available at all times due to scheduled maintenance or circumstances beyond our control, including outages that affect Internet availability. We will use appropriate measures to reestablish the Service during such outages, and scheduled maintenance will be performed during non-peak hours. Transactions initiated through the Service before 6:00 PM PST on a business day will be processed or posted the same day. Transactions completed after 6:00 PM PST or on a non-business day will be processed or posted on the next business day. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your accounts in order to avoid overdrafts.

Unauthorized Access or Lost or Stolen Mobile Access Device - Please contact us immediately at 702-851-4200 if you believe you are the victim of unauthorized access to your accounts or experience a lost or stolen mobile access device.

Disclaimer of Warranty and Limitation of Liability - We do not guarantee that your mobile access device and/or mobile access device provider will be compatible with the Service, and the Service may not be accessible over some network carriers and may not be supported for all mobile access devices. You are solely responsible for the safe operation and maintenance of your mobile access device. We are not responsible for the availability of data services, any errors, omissions, or other issues such as data outages or out of range situations related to the use of your mobile access device or services provided by your mobile access device provider, including any related fees associated with the purchase and use of your mobile access device, services provided by your mobile access device provider, or any other third party. You understand and agree that when you use the Service, you remain subject to the terms and conditions of all your existing agreements with us and our affiliates, including the terms and conditions of any other agreements with any unaffiliated service providers, including but not limited to, your mobile service provider. This Agreement does not amend or supersede any of those agreements, and you are solely responsible for resolving any issues or problems directly with your mobile device access provider or any other third party without involving us.

You acknowledge and agree that any mobile access device is susceptible to viruses, spyware, worms, malware, Trojan horses and other unauthorized programs or software (the "Viruses"). You are solely responsible for taking appropriate measures to adequately protect your mobile access device from such harm of Viruses which may result in lost or stolen data, damage to programs, files or graphics, the inoperability of your mobile access device, or other incidents or issues. We are not responsible or liable for any direct, incidental, special or consequential damage as a result from such Viruses detected or present on your mobile access device, nor from any incident or circumstance in which sensitive and/or confidential information is accessed from the Service in an unauthorized manner by a third party due to such Viruses at any point or from any source.

Use of the Service is limited to service area locations within the United States, and we make no representations that the Service will be available for use outside of this service area. Accessing the Service from locations outside of the United States is at your own risk.

Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of the Service provided under this Agreement or by reason of your use of or access to the Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event, unless specifically stated otherwise in this Agreement, shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the Service.

Funds Availability Policy

Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day. Then, the funds will generally be available by the second business day after the day of the deposit.

Electronic Mail (E-mail)

Sending E-mail is a very good way to communicate with Bank regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to the Bank. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

E-Mail Statements

System Requirements

- Personal computer with Windows 98, Windows 2000, Windows ME, Windows NT, Windows XP, Windows Vista or Windows 7 operating system.
- Internet browser with 128-bit encryption
- Adobe Acrobat 4.0 or higher
- Online banking access

A separate E-Mail Statements Application and Agreement between the Customer and the Bank is required. This E-Mail Statements Application and Agreement shall govern the acceptance and liability.

Disclosure of Information

Information submitted to the Bank, or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that

information to any third party for any purpose whatsoever, except as specifically agreed by the Bank or prohibited by law.

Links to other Sites

Information that the Bank publishes on the World Wide Web may contain links to other sites and third parties may establish links to the Bank's site. The Bank makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, the Bank does not endorse the products or services offered by any company or person linked to this site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection

The Bank is not responsible for any electronic viruses, spyware, worms, malware, Trojan horses and other unauthorized programs or software (the "Viruses") that you may encounter using the On-line Financial Services. You are solely responsible for taking appropriate measures to adequately protect yourself from such harm of Viruses which may result in lost or stolen data, damage to programs, files or graphics, the inoperability of your computer, or other incidents or issues. We are not responsible or liable for any direct, incidental, special or consequential damage as a result from such Viruses detected or present on your computer, nor from any incident or circumstance in which sensitive and/or confidential information is accessed from the Service in an unauthorized manner by a third party due to such Viruses at any point or from any source.

Damages and Warranties

In addition to the terms previously disclosed, the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Bank or one of its suppliers. In addition, the Bank disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of Online Banking or the On-line Financial Services. Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system, or ACH network. The Bank and its suppliers provide Online Banking and the On-line Financial Services from their own sites, and they make no representation or warranty that any information, material or functions included in Online Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the On-line Financial Services, or contained in any

third-party sites linked to or from the Bank's web site. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE BANK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

Customer shall indemnify, defend, and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

Additional Remedies

Due to the likelihood of irreparable injury, the Bank shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

Termination and Changes in Terms

The Bank reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our website.

Applicable Rules, Laws and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Nevada, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Pinellas County, Florida, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment

The Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Bank.

Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Bank, this Agreement will control.

Waiver

The Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Bank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.