

This Digital Banking Terms and Conditions Agreement (this "Agreement") describes your rights and obligations as a user of the Digital Banking Services offered by Sun Canyon Bank. It also describes the rights and obligations of Sun Canyon Bank relative to the Digital Banking Services. Please read this Agreement carefully. By requesting and using any of the Digital Banking Services and electronically verifying the receipt of this Agreement and related disclosures, you agree to comply with the terms and conditions of this Agreement. Any Sun Canyon Bank business account accessed through any of the Digital Banking Services, including but not limited to Mobile Banking, will not acquire any rights through this Agreement that are applicable only to consumers and consumer accounts.

Your use of any Digital Banking Service is governed by the terms and conditions below, any other terms we furnish to you in connection with any Digital Banking Service, the E-Sign Consent you have provided to Sun Canyon Bank in order to use the Digital Banking Services and the Sun Canyon Bank Product and Service Disclosures, Terms and Conditions applicable to your Sun Canyon Bank Accounts and to which the Digital Banking Services relate. In the event of a conflict between the terms of this Agreement and any other terms we furnish to you in connection with the Digital Banking Services, unless specifically set forth in the other terms we furnish to you, shall have the following priority: (1) this Agreement, (2) the other service-specific terms we furnish to you, and (3) the Product and Service Disclosures.

This Agreement consists of the following sections:

- I. Definitions
- II. Terms and conditions applicable to all Digital Banking Services
- III. Terms and conditions applicable to specific Digital Banking Services

The terms and conditions applicable to specific types of Digital Banking Services offered as a part of Digital Banking in Section III apply to the specific Digital Banking Service you activate as part of Digital Banking.

By using any Digital Banking Service, you represent and warrant that you have read this Agreement, including the terms and conditions specifically applicable to any Digital Banking Service you are using, and you agree to those terms.

I. Definitions.

The following definitions apply in this Agreement.

- "We", "us", "our" or "Bank" refers to Sun Canyon Bank, which offers the Digital Banking Services and which holds the Accounts accessed by the Digital Banking Services.
- "You" or "your" refers to the owner(s) of the Account(s) at the Bank, authorized signer(s) on the Account(s) or someone who is specifically designated by the Account holder(s) to have access to the Account(s) or who obtains access to the Account(s) due to the acts or omissions of any of the foregoing.
- "Account" means any Bank account owned or controlled by you that is accessed through Digital Banking.
- "Digital Banking" means the general service and platform, accessible via the Internet (including Mobile Devices such as Internet-accessible smartphones and tablets) by which Account information may be viewed and certain electronic Account transactions may be initiated. Digital Banking itself, along with any service available through Digital Banking is a "Digital Banking Service," including but not limited to Online Statements, Mobile Banking, Mobile Deposit, and Bill Pay. Collectively, these services are "Digital Banking Services."
- "Password" is the customer-generated code selected by you for use during the sign-on to the Services.
- The term "Mobile Banking App" or "mobile apps" refers to the system that allows Bank customers to conduct certain financial transactions through a mobile device including text messaging.
- The term "Mobile Device" refers to any handheld device used to access our Mobile Banking App using Apple or Android Apps or Mobile Web Browser. These devices generally consist of smartphones and tablets, such as Apple iPhone, HTC, LG, Motorola, iPad, iPod, Windows and Kindle Fire.
- The term "Mobile Banking Service(s)" refers to access and transactions on Mobile Banking accounts. You may access more than one Account, view Account balances and transaction information and transfer funds among designated Accounts. Additional services may be added at a later date. For the avoidance of doubt, Mobile Banking Services is a subset and part of Digital Banking Services the Bank offers.
- The term "Communications" includes all notices, disclosures, agreements, acknowledgments, receipts and other information related to your Accounts, including, but not limited to, disclosures we are required by applicable law to send or provide to you in writing and Bank marketing, advertisements, and communications.

II. Terms Applicable to All Digital Banking Services

Digital Banking allows you to access your Accounts, access and view Online Statements, utilize Bill Pay and initiate certain transactions from your Accounts. Once you submit your request to enroll for Digital Banking, you will be automatically enrolled in Bill Pay and Online Statements. See the Bill Pay and Online Statements sections below for steps for opting out of these services and any fees that may apply for opting out. At our option, we may permit you to request a Service by enrolling by e-mail with verification. When you enroll for Digital Banking, you authorize us to provide the Digital Banking Services to you under the terms of this Agreement and

any additional terms we provide to you regarding a specific Digital Banking Service. We may add, delete, or amend terms and other provisions, service charges or other terms of this Agreement and the specific terms of any Digital Banking Service. We will send you written notice of any such changes if required by applicable law. You agree that all notices or other communications to you may be sent by e-mail or by regular mail, or we may post changed terms on the Bank's website, www.SunCanyon.bank. Once enrolled, please access Digital Banking regularly. Unless you terminate a Digital Banking Service or this Agreement before the effective date of any notice, you are bound by any change to the Digital Banking Service or this Agreement.

Through Digital Banking, you may access your Accounts 24 hours a day, seven (7) days a week. However, the availability of Digital Banking Services may be suspended for brief periods of time for purposes of maintenance, updating and revising of software or during high volume periods. To register for Digital Banking, you must have at least one Account with the Bank. You must create a username and password for Digital Banking ("Security Credentials") and pay any service charges described in this Agreement or as may apply to your Account(s) at the Bank. When you use or permit any other person to use any Digital Banking Service, you agree to the terms of this Agreement for such use. We may modify, suspend, or terminate your access to Digital Banking or any Digital Banking Service at any time and for any reason without notice or refund of any service charges you have paid.

For purposes of transactions, the Bank's business days ("Business Days") are Monday through Friday, excluding Federal holidays and weekends. All Digital Banking transaction requests received after 7:00 p.m. Central Time (CT) on business days and Federal holidays will be processed on the Bank's next Business Day.

Digital Banking Services may not be available for all Accounts or customers but generally include (but are not limited to):

- Account Access - you may view your Accounts online.
- Transfer funds between certain checking, savings, and loan accounts - you may make one-time transfers or schedule future or recurring transfers.
- Review account activity history – 90 days of Account activity is maintained online for your review. The transaction history for your Accounts is also available by accessing Online Statements.
- View check images online - you may view a check image online that is identified with a line under the check number. Check images for your applicable Accounts are also available by accessing Online Statements.
- Pay bills online - if you elect to use the Bill Pay Service, you must have a checking Account open (and in good standing) at the Bank.
- Additional services - new Digital Banking Services may be introduced from time to time. By using any such Digital Banking Service when it becomes available, you agree to be bound by this Agreement and the terms, conditions, and rules that will be made available to you concerning such Digital Banking Service.

SCHEDULE OF FEES

The Bank offers the benefits and convenience of the Digital Banking Services, including Bill Pay, to consumer Account holders free of charge. For Business Banking customers, please see the Bill Pay section of this Agreement regarding potential fees for utilizing Bill Pay in connection with a business or commercial Account.

EQUIPMENT AND PASSWORDS

To use Digital Banking, you will need a computer operating system and web browser with 128-bit encryption that meets our minimum requirements, as may be changed from time to time. When you apply for Digital Banking Services, you will select a Username and Password to be used by you to access your Accounts through Digital Banking. It is very important that you select a Password you will remember and that does not contain information about you that could be easily compromised. Your Password must have at least 8 characters including at least one (1) number, one (1) upper case letter, one (1) lower case letter and one (1) special character. You are responsible for keeping your Username and Password confidential. You may change your Password by logging in to Digital Banking; then select the User Profile button from the main menu and then "Security" and "Change Password".

You are responsible for obtaining, installing, maintaining, and operating all software or hardware or other equipment necessary for you to access and use Digital Banking, including but not limited to an Internet service provider, current web browsers, the best commercially available encryption and anti-virus and Internet security software. You are responsible for any and all service charges imposed by such providers and any associated communication provider charges, including mobile device and wireless provider charges.

BUSINESS ACCOUNT OWNERS

You, as an owner of the business, acknowledge and assume the liability of providing Account access or Security Credentials (i.e., User ID, Password and/or other user authentication identifiers) to one or more employee(s) allowing access to your business Account(s) through Digital Banking.

REPORTING UNAUTHORIZED TRANSACTIONS

If you believe someone may attempt to use or has used a Digital Banking Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-855-423-4602. You may also contact us electronically by sending a secure e-mail message through Digital Banking.

INDEMNITY

You acknowledge and agree that you are personally responsible for your conduct while using any Digital Banking Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, including reasonable attorneys' fees that we may incur in connection with (i) a third-party claim related to your use of a Digital Banking Service, (ii) the use of any Digital Banking Service by anyone using your Security Credentials or the Security

Credentials we assign to someone else at your direction, (iii) your violation of this Agreement, (iv) your violation of applicable state or federal law, any Federal Reserve Board or clearinghouse association rules or the rights of any third party, or (v) your provision to us of a telephone or mobile phone number, e-mail address or other delivery location that is not your own. Your obligations under this Section shall survive termination of this Agreement.

RISK OF LOSS

In the event of a system failure or interruption, your data may be lost or destroyed. You assume the responsibility to verify the accuracy and completeness of any transaction affected by the system failure or interruption through means other than due to our fault. We will not be liable for failure to provide access or for interruptions in access to any Digital Banking Service due to a system failure or due to other acts or circumstances beyond our control, and you hereby expressly assume such risks.

We will use commercially reasonable efforts to secure Digital Banking to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of Digital Banking could be compromised or malicious code could be introduced by third parties. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

We are not responsible for any delay, error, problem, damages, or other loss you may suffer due to malfunction or misapplication of your systems, including your Internet service provider, wireless provider or third parties, or any equipment you may use (including your computer and Mobile Devices, if applicable) to access or communicate with us, and you hereby expressly assume such risks.

TERMINATION

We can terminate any Digital Banking Service under this Agreement at any time for any reason without notice to you. If we terminate any Digital Banking Service, or if you terminate any Digital Banking Service, you will need to re-enroll before you will be able to schedule any transaction. You may terminate any Digital Banking Service at any time by contacting us.

RECORDS

Our records kept in the regular course of business shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. Information available through Digital Banking is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action. Account information provided to you as part of Digital Banking is not the official record of your Account or its activity.

ELECTRONIC COMMUNICATIONS

You may use e-mail through our secure messaging system, which is accessed through Digital Banking, to contact us about inquiries, maintenance and/or certain problem resolution issues. Regular e-mail may not be a secure method of communication; therefore, we recommend you do not contact us by regular e-mail. There may be times when you need to speak with someone immediately (especially to report lost or stolen Security Credentials, or to stop a payment). In those cases, do not use e-mail; instead, you must call us at 1-855-423-4602.

You agree that this Agreement and all disclosures may be provided to you electronically rather than in paper form. The additional terms contained in the E-Sign Consent provided to you as part of your enrollment in Digital Banking apply to your receipt of electronic disclosures (as defined in your E-Sign Consent).

OWNERSHIP OF WEBSITE

The content, information and offers on our website are copyrighted by or licensed by Sun Canyon Bank and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. We grant to you, for your personal or internal business purposes only, a nonexclusive, limited, and revocable right to access and use Digital Banking. You agree not to use Digital Banking for any other purpose, including commercial purposes such as co-branding, linking, or reselling, without our prior written consent. Our website is located in the United States; may be owned, hosted, or controlled by us, our affiliates or a third party selected by us; and may also be used for other Internet-based services offered by us or any of our affiliates. We make no representation or warranty that our website or that Digital Banking is available or appropriate for use in countries other than the United States. You are responsible for complying with all laws (including foreign and domestic laws and regulations requiring governmental consent) applicable to where you use Digital Banking or view the website.

WEBSITE LINKS

The website may contain links to other third-party websites. When linking to those third-party sites you are subject to the terms that govern those third-party sites. We are not responsible for, nor do we control, the content, products or services provided by such linked websites. We do not endorse or guarantee the products, information, services, or recommendations provided by such linked sites and are not liable for any failure of products or services advertised on those websites. In addition, each third-party website may provide less security than we do and have a privacy policy different than ours. You should review such third-party website's security and privacy policy to understand your rights. Your access, use and reliance upon such content, products or services are at your own risk.

GOVERNING LAW

Except as otherwise designated in this Agreement, this Agreement and the Digital Banking Services shall be governed by and construed in accordance with federal law and the laws of the State of Illinois, without regard to its conflict of law provisions. For business accounts: You consent to the jurisdiction of the courts of Williamson County, Illinois, and the United States of America for the Southern District of Illinois, and you agree that any legal action or proceeding with respect to the Agreement shall be commenced in such courts.

LIMITATION OF THE BANK'S LIABILITY; NO WARRANTIES

WE, INCLUDING OUR AFFILIATES AND AGENTS, SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF TO ACCESS OR USE OF ANY AND ALL DIGITAL BANKING SERVICES; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; TELEPHONE OR OTHER INTERCONNECT PROBLEMS; INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS AND WIRELESS CARRIERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES PROBLEMS WITH DATA TRANSMISSION FACILITIES; OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF ANY DIGITAL BANKING SERVICE IS AT YOUR SOLE RISK AND THAT DIGITAL BANKING AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY WEBSITE IS PROVIDED ON AN "AS IS" BASIS AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE DIGITAL BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DIGITAL BANKING SERVICES AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE OR THE MOBILE APP.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS

A. LIABILITY. If you are a consumer customer and you transfer funds between two Accounts or use Bill Pay to make transfers from your Account to a Payee, the following applies to such use:

Contact us AT ONCE if you believe your Security Credentials have been lost or stolen. During business hours please call our Customer Care Center at 1-855-423-4602. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account plus the maximum amount on your overdraft line of credit. If you tell us within two (2) Business Days after you learn of the loss or theft of your Security Credentials, you can lose no more than \$50 if someone used your Security Credentials without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Security Credentials, and we can prove that we could have stopped someone from using your Security Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made using your Security Credentials, tell us at once. If you do not tell us within sixty (60) days after the statement was provided or made available to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

B. RESOLVING ERRORS OR PROBLEMS. If you think your statement is wrong or if you need more information about a transfer listed on a statement, contact us by telephone at 1-855-423-4602, send us a secure e-mail message through our secure messaging system, or write us at: Banterra Bank, Customer Service Department, 1404 U.S. Route 45 South, P.O. Box 291, Eldorado, Illinois 62930, as soon as you can.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

- Your name and Account number;
- A description of the error or the transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

For errors involving new Accounts, or point-of-sale or transfers initiated outside the United States, we may take up to ninety (90) days to investigate your complaint or question. For a new Account, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

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

PRIVACY AND CONFIDENTIALITY

The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest

priorities. Our Privacy Policy (partially described below) was provided to you when you opened your Account and is provided to you annually in an Account statement or a separate mailing. Please review it carefully. To view the most recent version of our Privacy Policy visit our website, www.SunCanyon.bank.

Our additional commitments relating to Digital Banking, including Bill Pay, are as follows: We will not share Payee information or Account information with non-affiliated third parties without your authorization, except to furnish you the Digital Banking Services or as required or permitted by law. Subject to the foregoing, you are licensing to us any information, data, passwords, materials, or other information you provide through or to us and any Digital Banking Service. We may modify, display, distribute and create new material using such information but only to provide the Digital Banking Services to you. By submitting information through the Digital Banking Services, you automatically agree or warrant that you are the owner of such information.

E-SIGN CONSENT

Consent to Receive Electronic Communications - Applicable to All Digital Banking Services (Including Mobile Banking).

Unless otherwise required by applicable law, any notice or written communication (including but not limited to periodic statements, disclosures, and change-in-terms notices) given pursuant to this Agreement may be sent to you electronically. You authorize us to provide to you, electronically, any and all communications regarding each of the Accounts you designate to access via Digital Banking. All communications provided in either electronic or paper format from us to you will be considered "in writing". For your records, you should print or download a copy of each communication that is provided to you electronically.

You consent to receive via electronic delivery all required disclosures and communications regarding all Accounts you have specified to access through Digital Banking including Mobile Banking. In addition, you agree to receive Bank marketing, advertisements, and communications via electronic delivery. Disclosures and other communications that may be delivered to you electronically may include, but are not limited to:

- Periodic statements for Online Statement Service users
- Legal and regulatory notices for your Account, including but not limited to:
- Privacy Policy and Annual Privacy Notice
- Annual Electronic Funds Transfer Notice
- Notices or disclosures for any change-in-terms information for your Account
- Fees or charges applicable to your Account
- Notices about dormancy of any Account
- Automatic transfer notices
- Overdraft notices
- Other notices we may be required to provide
- Bank marketing, advertisements, and communications

For each of the Accounts that you access through Digital Banking, we have no obligation to provide you or any other owner or authorized signer on the Accounts, with a paper copy of any communication, unless and until, consent for electronic communications is withdrawn as described in this document. A paper copy of any statement or disclosure may be obtained by making a request in person at any Sun Canyon Bank location or by sending us a written request for a paper copy to Banterra Bank, Customer Care Department, P.O. Box 291, Eldorado, IL 62930 or by printing a copy of your online statement or disclosure.

A fee may apply for each additional printed or electronic copies of previous statements or other documents requested. No fee shall apply for providing copies of other disclosures as required by law. We reserve the right, but assume no obligation, to provide a paper copy (instead of an electronic) of any communication that you have authorized us to provide electronically.

How to Withdraw Your Consent to Electronic Communications

You may withdraw your consent to receive your statements, disclosures, and all other communications from us electronically, by providing a notice to us in writing. Any withdrawal of your consent to receive electronic statements, disclosures and communications will be effective after we have a reasonable time to process your withdrawal, up to 10 business days from receipt of the withdrawal of consent. This notice may be made in person at any Sun Canyon Bank location or by mailing a notice to:

Banterra Bank
Customer Care Department
P. O. Box 291
Eldorado, IL 62930

The legal effectiveness, validity or enforceability of electronic disclosures that were previously delivered electronically will not be affected by your withdrawal of consent for future electronic delivery of communications.

Use of Electronic Mail (Email)

If you need to report an unauthorized transaction from one of your Accounts, you should not notify us by email. Email transmissions through email often are not secure. We also advise you not to send us or ask for sensitive or confidential information such as Account Numbers, Passwords, Account Information, etc. via email. We will not provide any such information to you via regular email. However, we may, in our sole discretion, send Account Information through our secure email system, or through secure messages within Digital Banking.

If you send the Bank an email message, the Bank will be deemed to have received it on the following business day.

Lost, Stolen or Compromised Information

If you believe your Account Information or Security Credentials have been lost, stolen, or compromised, contact the Bank, toll-free at 1-855-423-4602, option 2 as soon as possible. In addition, log in to Digital Banking and change your Security Credentials.

Questions Regarding Digital Banking

For general operational questions, contact us 24/7 through email, via the form found on our website, or call us toll free at 1-855-423-4602, option 2 during the following business hours: Monday through Friday from 7:30 a.m. to 5:00 p.m. CT and Saturday from 8:00 a.m. to 12:00 p.m. CT, excluding Bank holidays.

III. Terms and Conditions Applicable to Specific Digital Banking Services.

In addition to the provisions of Sections I and II above which apply to all Digital Banking Services (including those described below), the following terms and conditions apply to the specific Digital Banking Service(s) you activate as a part of Digital Banking as outlined below. Your use of any Digital Banking Service constitutes agreement to the terms and conditions applicable to such Digital Banking Service.

A. Online Statement and Electronic Communications Service

Through Digital Banking, with this Digital Banking Service, you will receive Online Statements and other Communications for each of your Accounts. Your Account(s) will no longer receive paper statements and, at our option, other Communications. Online Statements provide the same information as paper statements.

To activate Online Statements and Electronic Communications, login into Digital Banking and click "Document"; and then complete the next steps to verify your email address and to review and accept the terms of the "Online Statement and Electronic Communications Service Acknowledgment".

An email message will inform you each month when your Online Statement is available. Images of checks for the month can be easily accessed through this service.

Disclosures that may be provided to you in an electronic format may include but are not limited to change-in-terms notices, notices regarding fee changes, amendments to this Agreement, privacy notices, overdraft notices, automatic transfer notices, notices concerning dormant accounts or account dormancy and other deposit account disclosures required by applicable law or in accordance with this Agreement.

If you choose to receive Online Statements and Electronic Communications, and for good reason, at our option, including if we have not yet developed the means for electronic delivery of certain information, we will continue providing that information on paper until available electronically.

When you accept these terms, you certify that you have read the above terms and request to receive monthly Online Statements through Digital Banking. You must have access to a computer or mobile device that meets the technical requirements set forth below and have access to a printer or the ability to download information in order to keep copies for your records. You will notify us of any changes to your Account information, including your email address, or if you no longer want to receive Online Statements through Digital Banking.

Fees for Statements

If you choose to receive paper statements, you may be charged a fee per statement cycle, as outlined in the terms and conditions for your Account.

Hardware and Software Requirements

To be able to access Online Statements through Digital Banking, you must be registered for Digital Banking that accesses one or more Accounts and have the following:

1. An Internet connection
2. A 128-bit encrypted Web browser
3. A valid email address
4. Access to a printer or data storage medium such as a hard drive so that you can download and/or print disclosures and/or statements for your records
5. Adobe Acrobat Reader 5.0 or higher. This software can be downloaded free of charge from www.adobe.com/products/acrobat.

If You Change Your Mind about Online Statements and Electronic Communications in the Future

You can change back to all paper-based statements or opt-out specific Accounts by submitting an Online Statement Opt-Out form.

- To submit an Online Statement Opt-Out form, log in to Digital Banking and click "Messages" from the main menu. Then click the "Or Choose a Form to Submit" button, select Online Statement Opt-Out Form. Complete the required information on the form and then click "Submit". Fees may apply if you choose to receive paper statements. See the Fees section above for details.

If you cancel your Digital Banking access or your Digital Banking access changes or becomes inactive, your Online Statements may not be available. It is your responsibility to notify the Bank if your Digital Banking access changes.

You can also request paper statement copies if a special need arises. We can provide a paper-based version of any of the electronic records you receive for up to five years after the date it was created. Your Account will be automatically charged a fee for each reproduced statement or other document that you request while receiving Online Statements.

Updating Your Email Address

To update your Email address, log in to Digital Banking and click "User Profile" from the main menu. Then click "Email", enter your new email address and click "Submit".

If you change or cancel your email address, or in the event an Online Statement email notification is returned to us as undeliverable due to an incorrect or invalid email address, you will not receive your email notification that your Online Statement is available. It is your responsibility to notify the Bank if you change your email address.

B. Card On/Off Service

This feature lets you take control of your Sun Canyon Visa® Debit Card (your “Card”) and protect against unauthorized use.

For example:

- If you have misplaced your Card, turn it to the Off position. If you find it, and feel your Account has not been jeopardized, turn it back On and continue to use your card; or
- If you use your Card infrequently, or are traveling without your Card, turn it Off. Then turn it On when you are ready to use. You are in control. Your Mobile App shows you whether your card is On or Off.

Turning your Card off only impacts future debit card (point of sale and ATM) transactions. Any previously authorized transactions will be paid, and any recurring transactions you had previously set up will still occur. Turning your Card Off will not affect your checks, mobile or Internet transfers, bill payments, or any other type of transactions involving your Account(s).*

*In all situations it is your responsibility to review activity in your Accounts for propriety and to assure that any scheduled or recurring transactions occur when your card is Off.

C. Accessing Sun Canyon Bank Accounts on your Mobile Device (Mobile Banking)

To use Mobile Banking, you must download the Sun Canyon Mobile Banking App to your Mobile Device. When a new version of the Mobile App is available, you will be notified of the update via an alert in the app store for your Mobile Device. Simply update and continue using the Mobile Banking App. We reserve the right to modify Mobile Banking at any time, including Bill Pay and Mobile Deposit. In the event of any modifications, you are responsible for making sure that you understand how to use the App as modified. By use of the modified services, you agree to the terms and conditions that apply to them. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, or your Mobile Device. Not all Digital Banking Services or the Digital Services functionality of the Bank’s website are available when you use a Mobile Device and Mobile Banking.

The availability, timeliness, and proper functioning of Mobile Banking depends on many factors, including your Mobile Device, your Mobile Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, and software. Neither we nor any of our service providers, warrants that Mobile Banking or the Mobile Banking App will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any lack of availability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of date or loss of personalized settings. Mobile Banking may use different terminology and appear in different formats when viewed through your Mobile Device. Processing of payment and transfer instructions may take longer through Mobile Banking.

You agree, when you use Mobile Banking, you remain subject to any terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, etc.) and that these terms and conditions do not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking, which may include downloading the Mobile Banking App, receiving or sending Mobile Banking text messages, or other use of your mobile device when using the Mobile Banking App or other products and services provided by Mobile Banking, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Neither we, nor any of our service providers, assume responsibility for the operation, security, functionality or availability of any related network, Mobile Device, or mobile network which you utilize to access Mobile Banking.

Mobile Banking and the Mobile Banking App are provided “As Is” without warranty of any kind, express or implied including, but not limited to warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy, or completeness. You agree to exercise caution when utilizing Mobile Banking on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

Neither we, nor our service providers, are liable for failures to perform our obligations under this Digital Banking Service resulting from fire, earthquake, flood, or any failure or delay of any transportation, power, computer, or communications system or any other or similar cause beyond our control.

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current, and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking.

You agree not to misrepresent your identity or your Account information. You agree to keep your personal information (email address, etc.) up to date and accurate. You represent that you are the owner or an authorized user of the Mobile Device you will use to access Mobile Banking, and that you are authorized to download and install the Mobile Banking App on your Mobile Device. You are solely responsible for the content transmitted through Mobile Banking, including text messages sent to and from us. You must provide source indication in any text messages you send.

You agree not to give or make available your Security Credentials for Mobile Banking or other means to access your Account, including

a personal identification number (“PIN”) that may be used log in to Mobile Banking instead of your Security Credentials, to any unauthorized individuals. If you permit other persons to use your Mobile Device or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your Security Credentials, PIN, Mobile Device, or other means to access your Account have/has been lost or stolen, or that someone may attempt to use Mobile Banking to access your Account without your consent, you must notify us in accordance with the notification requirements set forth in the Bank’s Electronic Funds Transfer Disclosure.

The Agreement and these terms and conditions govern the use of Mobile Banking, and each person who is referenced on the Bank’s records as the Account holder or any individual specifically designated by the Account holder to have access to the Account. Each Account holder is jointly and individually liable for all transactions initiated through Mobile Banking, including overdrafts, even if the Account holder did not initiate or otherwise participate in the Mobile Banking transaction.

In addition to these terms and conditions applicable to Mobile Banking, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Accounts. Your use of Mobile Banking and any Mobile Banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review your other Account disclosures, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

Bank may revise or update Mobile Banking and the Mobile Banking services from time to time. We reserve the right to terminate your use of Mobile Banking in whole or in part at any time without prior notice. Your continued use of Mobile Banking, after revised terms and conditions have been given to you or made available on the Bank’s website, constitutes your acceptance of the revised terms and conditions.

Additional Services: New Mobile Banking services may be introduced from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that apply to these services including the terms of the Agreement and the specific terms and conditions for Mobile Banking.

Fees

The Bank offers the benefits and convenience of Mobile Banking to you free of charge. Any fees associated with the use of your Mobile Device and to your mobile provider will still apply.

Maintaining Your Mobile Banking Profile

If your mobile device is lost, stolen or the number is changed, you must notify the Bank at as soon as possible.

Mobile Banking Cancellation

You may cancel Mobile Banking at any time by contacting us by secure messaging or phone.

- To send a secure message, log in to Digital Banking and click “Messages” from the main menu. Then click the “New Request” button, select “Mobile Banking” as the Category, enter “Mobile Banking Cancellation” in the subject line and include the following in your request for verification: your name and social security number, and then click “Submit”. This will cancel both Digital Banking and Mobile Banking services.
- To contact us by phone, call during regular business hours of 7:30 a.m. – 5:00 p.m. CT, Monday through Friday, and Saturday 8:00 a.m. - 12:00 p.m. CT at 1-855-423-4602, option 2. Your request to cancel Mobile Banking will not result in any charges or fees to your Account.

Your Mobile Banking Responsibilities

You agree to monitor your Account and important Account information through Digital Banking, periodic statements for your Account, and as applicable, important notices about your Account delivered by us electronically or by mail, in addition to any services or information you may receive through Mobile Banking. You agree to keep informed of any changes to Mobile Banking by regularly visiting our website.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree to notify us immediately if you lose, change, or cancel the number associated with your registered Mobile Device. If you believe that someone may have accessed your Accounts through Mobile Banking without your authorization, you agree to cancel your Mobile Banking associated with the Device immediately.

You agree to comply with all applicable laws, rules, and regulations in connection with your use of Mobile Banking. We make no representation or warranty that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

You agree you will:

- Lock your Mobile Device or take other steps necessary to prevent unauthorized use of Mobile Banking; and
- Notify us immediately if your Mobile Device is lost or stolen, or if you change your Mobile Device or Mobile Device phone number.

Fees

We do not charge a fee for Mobile Banking, including EFTs initiated through Mobile Banking. However, please see the Statement of Fees for any excess transaction fees that may apply to your Account. Also, you are solely responsible for web access and/or data or text message charges that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges

that may be applicable.

Our Limited Liability for Use of Mobile Banking

Our Mobile Banking services are provided to you on an “AS-IS” AND “AS AVAILABLE” BASIS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO MOBILE BANKING OR ITS CONTENT OR FUNCTIONS, OR THAT SUCH FUNCTIONS WILL BE ERROR-FREE. WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON- PERFORMANCE OF MOBILE BANKING (INCLUDING THE MOBILE BANKING APP AND ANY RELATED SOFTWARE OR MATERIALS SUPPLIED IN CONNECTION WITH MOBILE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state. In addition, see the Electronic Funds Transfer Disclosure for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision.

IN NO EVENT WILL BANK, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF MOBILE BANKING. THE AGGREGATE LIABILITY OF BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

Indemnification

You agree to indemnify, defend, and hold Bank and its affiliates, officers, directors, employees, consultants, agents, mobile service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking; (b) your violation of any law or rights of a third party in connection with your use of Mobile Banking; or (c) your use, or use by a third party, of Mobile Banking.

Transmission and Use of Your Information

You provide your express consent to us, our agents and service providers to use the telephone or mobile phone number, email address or other delivery location you have provided to us to contact you to provide Mobile Banking, and to otherwise operate, develop and improve those services and for any other purpose, including marketing. You agree that we, our agents and third party vendors may contact you by any means, including use of an auto-dialer or predictive dialer utilizing pre-recorded messages or test messages. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you such as your mobile phone number, account activity, or status of your Accounts and other information you or we provide. You agree to provide us with accurate, complete, and true information. We are not responsible or liable for any information collected or used by your wireless provider or other service providers.

D. Bill Pay Service

You may use our bill paying service, Bill Pay, to direct the Bank to make payments from your designated checking Account to the “Payees” you choose in accordance with these terms and conditions. When you enroll in Bill Pay you acknowledge that you have read, understand and agree to the terms in this Agreement and in this section and your intent to be bound thereby including all future amendments.

Instructions for Setting up Payees & Payments

Payees: You may add a new Payee in Bill Pay by using Digital Banking from either our website or with a Mobile Device.

- All “Payees” must be located within the United States (including U.S. territories and APO’s / AEO’s).
- The Bank reserves the right to refuse the designation of a “Payee” for any reason. The Bank’s receipt of your payment instructions authorizes us to debit your designated Account and remit funds on your behalf to the designated Payee. Any fees associated with your Account continue to apply. At our option, payments may be made by paper check, electronically or by ACH or any other method we choose.

Payments: You may add a new payment to a “Payee” by accessing Bill Pay and entering the appropriate information.

- You may not make payments for illegal activities, payments to federal, state or local tax agencies or payments of alimony, child support or other government fees or court directed payments using the Bill Payment service.
- Bank is not responsible for payments that cannot be made due to incomplete, incorrect, outdated information or insufficient funds.
- Bank reserves the right to limit the amount of payments, the number of payments or the Payees you may designate.
- In no event will Bank be liable for any claims or damages resulting from your scheduling Bill Payments or our refusal to make a Bill Payment.

The Bill Paying Process

Single Bill Payments – A single Bill Payment will be processed on the Business Day (generally Monday through Friday, except Federal holidays) that you designate as the Bill Payment’s processing date, provided the Bill Payment is submitted prior to the daily cut-off time

on that date. The Bank's daily cut-off time is 3:00 p.m. Central Time (CT).

A single Bill Payment submitted after the cut-off time on the designated processing date will be processed on the next Business Day. If you designate a non-Business Day (generally weekends and Federal holidays) as the Bill Payment's processing date, the Bill Payment will be processed on the first business day following the designated processing date.

Recurring Bill Payments – When a recurring Bill Payment is processed, it is automatically rescheduled by the Bill Pay system. Based upon your selected frequency settings for the recurring Bill Payment, a processing date is calculated for the next occurrence of the Bill Payment. If the calculated processing date is a non-Business Day (generally weekends and Federal holidays), the processing date will be adjusted based upon the following rules:

- If the recurring Bill Payment's "Pay Before" option is selected, the processing date for the next occurrence of the Bill Payment is adjusted to the first Business Day prior to the calculated processing date.
- If the recurring Bill Payment's "Pay After" option is selected, the processing date for the next occurrence of the Bill Payment is adjusted to the first Business Day after the calculated processing date.

Note: If your frequency settings for the recurring Bill Payment specify the 29th, 30th, or 31st as the particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

You understand and agree that it is your responsibility to provide Bill Payment instructions in such a manner that the Payee will receive your Bill Payment no later than the due date on the statement or other instruction provided to you by the Payee. You must provide us with the correct Payee name, address, Payee account information and payment amount. Your Account must contain sufficient collected funds to complete the Bill Payment on the transmittal date. We will use reasonable efforts to properly and timely make all your Bill Payments. However, you agree that the Bank will incur no liability if we are unable to complete any Bill Payments for the following reasons:

- Erroneous or incomplete information is provided by you, which prevents accurate and timely processing of the Bill Payment;
- The Bill Payment was insufficiently funded;
- A Payee cannot or will not accept a Bill Payment delivered by us;
- A Payee delays crediting the Bill Payment to your account with the Payee;
- We suspect the Bill Payment of being fraudulent and have provided notification to you; or
- We suspect that the Payee is a blocked person or entity under a sanctions program administered by the Office of Foreign Assets Control or other Federal or State government agency.

You may not schedule duplicate Bill Payments. A duplicate Bill Payment is one that is scheduled to be made to the same Payee on the same day for the same amount.

We will notify you of failed or returned transactions. If we request additional information and you do not provide information needed to resolve the Bill Payment issue within five (5) Business Days, the Bill Payment will be cancelled and funds will be recredited to your account.

If you schedule a Bill Payment and follow the instructions as outlined above but the Bill Payment is not received by the Payee in a timely manner, you should contact us at 1-855-423-4602. Bank will not be responsible for any loss you may incur as a consequence of late payment.

You are required to promptly provide notice to us of any unauthorized transfer at 1-855-423-4602, or write us at Banterra Bank, 1404 U.S. Route 45 South, P.O. Box 291, Eldorado, Illinois 62903. When you give another party your Security Credentials, you are authorizing that party to use Bill Pay and you are responsible for all Bill Payments that party performs while using your Security Credentials, even those you did not intend or want performed.

If you do not have sufficient collected funds available to make a Bill Payment, we will not process your Bill Payment. Your right to use Bill Pay to make Bill Payments may be terminated if, on two (2) or more occasions, the available funds in your Account are insufficient to make a Bill Payment you have requested. You also understand that Bank will not be responsible for any loss or penalty that you may incur due to lack of available funds or other conditions that may prevent the withdrawal of funds from your Account.

You may change or cancel a single Bill Payment up until 3:00 p.m. Central Time on the transmittal date for that Bill Payment. You may cancel or edit any scheduled Bill Payment (including recurring Bill Payments) by following the directions on the Bank website. Once we have begun processing a Bill Payment, it cannot be cancelled or edited, unless a stop payment request is submitted and effective pursuant to the terms of this Agreement and your Account. A fee for the stop payment service will be assessed according to the Bank's current fee schedule. Once a Bill Payment is processed, it cannot be deleted. You should contact the Payee for a refund or ask the Bank to submit a claim.

You may terminate your use of Bill Pay at any time by notifying us in writing. Any instructions from you to make Bill Payments will continue in effect until we receive your notice and have had a reasonable time to act on it. Subject to applicable law, we may terminate your use of Bill Pay if you do not comply with the terms of this Agreement or you do not maintain your Account in good standing. If your Account is closed, we will automatically cancel your access to Bill Pay. Once we terminate this Agreement or your use of the Bill Pay service, no further or pending payments will be made, including but not limited to any Bill Payments scheduled in advance or any preauthorized recurring Bill Payments, and you must make other arrangements to make these payments.

Business Banking Bill Pay Fees

Business Banking customers making payments via check will get their first 20 items free each statement cycle. A \$0.50 charge will

incur for each additional check after the first 20 free items. The total of the fees will be charged in one transaction at the end of the statement cycle and will be charged to the Account funding the payment. This will reset after the cut of your statement each month.

Limits

We may establish limits on the dollar amount of payments through Bill Pay from time to time. Payments to companies are limited to \$9,999 per payment and a daily total of payments up to \$20,000. Payments submitted over these limits will fail at submission. These limits may not be increased. If you need to make a payment over the payment limit of \$9,999, you may make multiple payments up to the daily limit.

Payments to individuals are limited to \$2,500 per payment/day. If you wish to make payments in excess of these limits, you must contact the Bank to request a limit increase. The above daily limits apply from midnight to midnight each day.

Single and Recurring Payments

The Bill Pay system will calculate the "Estimated Delivered by Date" for your payment. This is only an estimate, so please allow ample time (at least 7-10 days if paying by check) for your payments to reach your "Payees".

Cancelling a Payment

A payment requested through Bill Pay can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Liability

You are solely responsible for controlling the safekeeping of and access to your Security Credentials for Digital Banking, and therefore these should not be shared with other persons. If you want to terminate another person's authority to use Bill Pay on your behalf, you must notify the Bank and arrange to change your PIN. Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a "Payee" for a Bill Payment. Bank 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 Bank's agent.

Bank is responsible only for exercising ordinary due care in making Bill Payments upon your authorization and for mailing or sending a Bill Payment to the designated Payee. We will not be liable to you for any damages you incur if the estimate of time to allow for delivery to the Payee is inaccurate, or due to delays in mail delivery, change of merchant address or account number, the failure of a merchant to account correctly for or credit the payment in a timely manner, or for any other circumstance beyond the control of Bank. You are responsible for any monetary loss or penalty (e.g., non-sufficient funds fee or late fees) that you may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account to pay a Bill Payment that you have requested.

Computer Requirements

You are responsible for the installation, maintenance and operation of your computer and your software. The Bank is not responsible for any errors or failures from any malfunction of your computer or software used to access Digital Banking. The Bank is not responsible for any computer virus-related problems that may be associated with your use of Digital Banking. The Bank shall have no liability to you for any damage or other loss, direct or consequential, that you may suffer or incur by reason of your use of your computer or software used to access Digital Banking. The Bank makes no warranty to you regarding your computer or your software used to access Digital Banking, including any warranty of merchantability of fitness for a particular purpose.

Third Party Software; Virus Protection

The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with Digital Banking (e.g., Quicken or Quickbooks).

The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your computer, data storage devices and software using a reliable virus product to detect and remove any viruses found. Undetected viruses may alter, corrupt, damage or destroy your programs, files and even your computer. Additionally, you may unintentionally transmit the virus to other computers, data storage devices and software.

Authorization to Charge Accounts

You authorize us to charge your registered Account(s) for any transactions accomplished through the use of Digital Banking, including the amount of any Bill Payment or transfer that you make. You authorize us to process Bill Payments and to transfer funds according to the instructions we receive, if the instructions are received from you through Digital Banking.

Security Procedures

You represent that you have considered the security procedures for Digital Banking and find that the security procedures are commercially reasonable for verifying that a Bill Payment, transfer or other communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type and frequency of Bill Payments, transfers or other communications that you anticipate issuing to Bank.

E. Mobile Deposit – Mobile Apps

The following information constitutes the terms and conditions for the use of Sun Canyon Bank Mobile Deposit Services ("Mobile Deposit") that is made available to you as a user of Mobile Banking Services. You agree to comply with these terms and conditions if you use Mobile Deposit.

General Terms/Services. Mobile Deposit is designed to allow you to make deposits to your Bank checking, savings or money market

Accounts from home or other remote locations by taking pictures of checks with your Mobile Device and delivering the images and associated deposit information to the Bank's designated processor.

Acceptance of these Terms. Your use of Mobile Deposit constitutes your acceptance of these terms and conditions, which are subject to change from time to time. Upon notice that we may be required to give you, you will be prompted to accept or reject any material change the next time you use the Mobile Deposit Service after the Bank has made the change. Your acceptance of the revised change along with your continued use of Mobile Deposit will constitute your consent to be bound by the revised terms. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove features from the Mobile Deposit service. Your continued use of Mobile Deposit will constitute your acceptance of any such changes to the Mobile Deposit service.

Limitations of Service. When using Mobile Deposit, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Mobile Banking may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of the Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software. In order to use Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by Bank from time to time. Bank is not responsible for any third party software you may need to use Mobile Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

Eligible items. When using Mobile Deposit, you agree to deposit only "checks," as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Bank is converted to an "Image Replacement Document" for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. Any check that you attempt to deposit using Mobile Deposit is subject to verification by Bank.

In connection with your use of Mobile Deposit, you agree that you will not deposit any of the following types of checks or other items, which shall be considered ineligible items:

- Checks payable to any person or entity other than you.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an Account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Bank's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this Mobile Deposit Agreement.
- Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
- Travelers Checks.
- Checks that require verification codes in order to be negotiated.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through Mobile Deposit with your signature and "For mobile deposit only" or as otherwise instructed by Bank. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as Bank may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received upon receipt of an on-screen deposit confirmation within the Mobile App. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account at any time any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Returned Deposits. If an eligible item deposited through Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason including insufficient funds, then you will receive an image, reproduction or substitute of the item and the Bank may set off the amount of the returned item by debiting the Account into which you deposited the returned item or by transferring funds from another Account held by you with the Bank.

Availability of Funds. You agree that items transmitted using Mobile Deposit are not subject to the funds availability schedules disclosed in our Funds Availability Disclosure (Regulation CC) applicable to your Account since the deposit is not made in person to a bank employee. In general, if an image of an item you transmit through Mobile Deposit is received and accepted before 4:00p.m. Central Time (CT) on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using Mobile Deposit will generally be made

available the next Business Day from the day of deposit, but Bank may delay availability of funds as Bank, in its sole discretion, deems relevant. Notifications of delayed availability or disapproval of the deposit may not be provided to you via the Mobile App and instead may come via email, the mail or other acceptable means.

Disposal of Transmitted Items. Upon your receipt of a confirmation from Bank that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented" and to never re-present the item for deposit. You agree to retain the check in a secure location for at least 14 calendar days from the date of the image transmission. After 14 days, and after you have confirmed the deposited funds, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. Shredding the check is one way to destroy it. Destroying the check prevents it from being presented for deposit or payment another time. You will be liable for checks that are presented more than once. During the time the retained check is available, you agree to promptly provide any retained item or a sufficient copy of the front and back of the item to Bank upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bank audit purposes.

Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits through Mobile Deposit from time to time. Through Mobile Deposit, total daily deposits are limited to \$5,000 and no more than 10 items per day (midnight to midnight). Deposits submitted over these limits may be rejected. Should you wish to make deposits outside of these limits, you must contact the Bank before attempting to deposit the check via Mobile Deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Mobile Deposit Agreement, and we will not be obligated to allow such a deposit at other times.

Deposited Funds on "Hold." We may place a "hold" on your Account for the amount of a deposited check to ensure that there are sufficient funds to cover the check amount if the deposited check is returned unpaid. If we do place a hold on your deposit, you will be notified of the dates the funds will be available for the payment of checks or withdrawals.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Bank's sole discretion subject to the Terms and Conditions agreement governing your Account.

Errors. You agree to notify Bank of any errors or suspected errors regarding items deposited through Mobile Deposit as soon as possible after they occur, and in no event later than 60 days after the applicable Account statement is sent. Unless you notify Bank within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.

Errors in Transmission. By using Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality. The image of an item transmitted to Bank using Mobile Deposit must be legible, as determined in the sole discretion of Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Bank, the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System or any other regulatory agency, clearinghouse or association.

User Warranties and Indemnification. By using Mobile Deposit, you warrant to Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Bank is accurate and true.
- You will comply with the terms of this Mobile Deposit Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision.

Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

Termination. We may terminate the Mobile Deposit service at any time and for any reason. Mobile Deposit and the terms applicable to Mobile Deposit shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, your access to Mobile Deposit may be terminated if you breach any term of this Mobile Deposit Agreement, if you use Mobile Deposit for any unauthorized or illegal purposes or if you use Mobile Deposit in a manner inconsistent with the terms and conditions of your Account or any other agreement with us. We may suspend your access to Mobile Deposit if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons in our sole discretion.

Enforceability. We may waive enforcement of any provision of these Mobile Deposit terms and conditions. No waiver of a breach shall constitute a waiver of any prior or subsequent breach. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of the Mobile Deposit service or these terms and conditions. In the event that any provision shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of these terms and conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership & License. You agree that Bank retains all ownership and proprietary rights with respect to Mobile Banking and the

associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with the Mobile Deposit terms and conditions with respect to Mobile Deposit. Without limiting the foregoing, you may not use Mobile Deposit (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may use Mobile Deposit only for non-business, personal use in accordance with these terms and conditions. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Banking service.

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

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

User Security. You agree to keep your Mobile Device secure and to close Mobile Banking when not in use. If you suspect your Mobile Device has been lost or stolen, you must notify Bank immediately by calling 1-855-423-4602, option 2 to disable Mobile Banking.