

This Online Services and Mobile Banking Agreement (“Agreement”) is between Pibank, a division and registered brand of Intercredit Bank, N.A. (hereinafter, “we”, “our”, “us”, “Bank” or “Pibank”) and you and governs your use of our online and mobile application services, including mobile banking, transfers, online statements and other online services (collectively, “Services”). The words “you”, “your” or “Customer” refer to the Owner(s) of the Account and successors and assigns.

This Agreement applies regardless of the means by which the Services are accessed, including through our website (Pibank.com), a mobile device using the Pibank Mobile App, a tablet, or any other means. Capitalized terms shall have the meaning specified in Section I, unless otherwise provided in this Agreement.

CONTENTS

I. DEFINITIONS AND RULES OF CONSTRUCTION

II. SECURITY

III. COMMUNICATIONS

IV. ONLINE SERVICES AND MOBILE BANKING

V. BANKING TRANSACTIONS

VI. ONLINE STATEMENTS

VII. ERRORS, DISPUTES AND QUESTIONS

VIII. LIABILITY

IX. PROVISIONS APPLICABLE TO ALL ONLINE SERVICES

I. DEFINITIONS AND RULES OF CONSTRUCTION

1. Definitions. In addition to capitalized terms defined elsewhere in this Agreement, the following terms have the indicated meanings:

- (a) “Access Device” means the device that you use to log into the Services or electronically access your Account (e.g., Wireless Device).
- (b) “Account” means the Savings Account you have with us.
- (c) “Agreement” means this Agreement, as may be amended from time to time.
- (d) “Attorneys’ fees (lower case)” means reasonable attorneys’ fees incurred whether a lawsuit is filed or not, and if a lawsuit is filed, then attorneys’ fees incurred during trial court, mediation, arbitration, appellate, bankruptcy proceedings and proceedings to determine the reasonable amount of attorneys’ fees.
- (e) “Biometric Authentication” means facial recognition used to identify you and your authority with respect to an Account or Service, as applicable.

- (f) "Business Day" means Monday through Friday, excluding any Federal or State holiday or any day on which we are closed as required by state or federal law.
- (g) "Communication" means any notice required or permitted under this Agreement.
- (h) "Consumer" means a natural person conducting a transaction primarily for personal, household or family purposes.
- (i) "Customer External Account" means checking, money market, or savings accounts held by you at institutions other than Pibank.
- (j) "Cut-Off Times" means the cut-off times referred to in Section 20 of the Section below entitled Provisions Applicable to all Online Services.
- (k) "Discretion" (lower case) means sole and absolute discretion.
- (l) "EFT" means an electronic funds transfer involving a Consumer transaction.
- (m) "External Account" means either a Customer External Account or a Third-Party Account.
- (n) "External Transfer" means an outgoing wire transfer from your Account to a Customer External Account or a Third-Party Account, as applicable.
- (o) "*Force Majeure* Event" means an event involving fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, governmental action, pandemic or other causes beyond a Party's reasonable control.
- (p) "Including" (lower case) means "including but not limited to".
- (q) "Internal Transfers" means transfers between two Accounts.
- (r) "ISP" means your Internet Service Provider.
- (s) "Joint Account" means an Account owned by Joint Owners.
- (t) "Joint Owner" means an Owner who jointly owns an Account with another person.
- (u) "Mobile Banking" means any products or services provided within the Online Services that are accessible through a Wireless Device using the device browser or the Pibank Mobile App, and includes Pibank's Text Message, Text Alerts and Push Notifications.
- (v) "OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury, which administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals.
- (w) "OTP" means a unique passcode delivered to you via text or email.
- (x) "Online Services" means Pibank's internet page and portal to access many of the Online Services, including the following: Viewing transactions/balances, Transfers (Internal and External Transfers), Statements, and any other service that may be introduced from time to time.

- (y) "Owner" means the owner of the Account.
- (z) "Party" means a party to this Agreement and his/her/its successors and assigns.
- (aa) "Parties" means the parties to this Agreement and their successors and assigns.
- (bb) "Password" means the customer-generated code selected by you for use during the initial login, or the codes you select after the initial login, establishing your connection to Online Services, the Pibank Mobile App and any other Service. Your Password is set up as part of Online Services registration, and you may change it at any time. You may elect to utilize any of your Wireless Devices for access to the Services using Biometric Authentication, which shall serve as your Password or Username and Password.
- (cc) "Pibank Mobile App" means the Pibank Mobile Application accessible via download from the Apple Store or Google Play and any insights and other financial education information and materials available therein, and any related or successor app(s) thereto.
- (dd) "Plaid" means the financial technology platform allowing users to securely connect bank accounts to various apps and services for managing finances.
- (ee) "Plaid Transfer" means a transfer using Plaid.
- (ff) "SMS Text" means a short message service ("SMS") (or text message) that is two-way, from us to you or from you to us, that operates via a capable Wireless Device or other mobile device that is registered on a carrier network.
- (gg) "Statement" means the statement relating to the Account.
- (hh) "Third-Party Account" means a deposit account maintained by a third party.
- (ii) "Username" means the identification code you have created in order to connect to Online Services, Mobile Banking, Pibank Mobile App, and any other Service.
- (jj) "Valid Codes" means any of the following, either individually or collectively: Usernames, Passwords, OTP, SMS Text, and Biometric Authentication used to access and authenticate Customer's login to Online Services.
- (kk) "Wireless Device" means a cell/mobile phone, smartphone, smartwatch, personal digital assistant, tablet computer, or any similar device.

2. Rules of Construction. The following rules of construction apply.

- (a) All references to this Agreement or the Services mean this Agreement or the Services as amended from time to time.
- (b) The singular includes the plural and vice versa, as the context requires.
- (c) Headings are for convenience of the reader and do not form a part of this Agreement.

II. SECURITY

1. You shall not give or make available your Username or Password or other means to access your Account to any other person. You hereby assume all risks associated with using the Internet, including security, corruption, malware, viruses, transmission error or delay, and access availability. We make no warranty that the Services will be uninterrupted, timely, secure or error-free unless otherwise provided on the website or in any applicable agreement. You are solely responsible for the data security of any software, hardware, or equipment you use to access the Services.

2. We may, at our option, change the parameters for Password or Biometric Authentication, without prior notice to you, in which case you will be required to change your Password or the method by which you access the Services. You are responsible for keeping your Password and Account information confidential and secure. In order to protect yourself against fraud, you should adhere to the following guidelines:

- (a) Do not give out your Account information or any of the forms of personal identification.
- (b) Do not leave your Access Device unattended while you are utilizing the Services website or using your Pibank Mobile App.
- (c) Never leave your Account information within range of others.

3. If you believe your Username or Password or other means to access your Account have been lost or stolen, or that someone may attempt to use the Services without your consent, or if you suspect any fraudulent activity on your Account, you must call us immediately as provided in the section of this Agreement entitled Errors, Disputes, and Questions in order to minimize your losses and liability. You should also use the Password change feature within the Pibank Mobile App. You should also notify the financial institution holding your External Account, if any, and refer to your applicable account agreement regarding your liability for unauthorized transactions or other errors or questions relating to those External Accounts.

4. If you permit other persons to use the Service, or your Username and Password or other means to access your Account, you are responsible for any transactions they authorize.

III. COMMUNICATIONS

1. We may provide you with any Communications electronically in our discretion, unless a specific form of Communication is agreed upon by you and us (e.g., delivery of Statements). We may use one or more of the following methods to deliver any Communication to you electronically: (a) via email to the email address you have provided to us on opening of the Account; (b) via the Pibank Mobile App; (c) to a Wireless Device you have designated; (d) by posting a notice or a link to such notice and making the information available to you through the Pibank Mobile App either through an active link or by downloading such notice in Portable Document Format ("PDF"); (e) to the extent permitted by law, by access to a website that we will generally designate in advance for such purpose; or (f) any other electronic means upon which we have mutually agreed. All Communications sent from us electronically through any of these methods will be considered "in writing" and shall have the same legal effect as a signed paper communication.

2. We may choose, but are not required, to provide any Communication to you in paper form even if you have authorized us to provide Communications electronically. The delivery of a paper form does not suspend, revoke, or terminate your consent to receive Communications electronically. You may obtain a paper copy of any electronic Communication. If you send us an email message, we will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from your Account or if you need to stop a scheduled payment.

3. Because you are enrolled in Mobile Banking, we may send you information through your communication service provider. We are entitled, but not obligated, to monitor, retain and review all Communications, including those by telephone, email and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations, and to maintain the security of Services and Mobile Banking.

4. Any suggestion, idea, proposal or other material you provide becomes our property upon submission without limitation or further consideration.

5. We may offer for sale products or services we believe will be of interest to you. If so, each Communication will permit you to “opt out” of receiving future Communications.

IV. SERVICES AND MOBILE BANKING

1. Your assent to the E-Sign Agreement permits you to communicate with us and utilize the Services. You will gain access to your Account using your Internet-enabled device, ISP, Username, Password, or Biometric Authentication, and any combination of the Valid Codes, as applicable. You may access your Account twenty-four hours a day, seven days a week. However, availability of the Services may be suspended for brief periods for maintenance, updating and revising the software or circumstances beyond our control.

2. You must provide a valid email address in order to use the Services and Mobile Banking so we may send you certain information related to the Services. You must also provide a valid phone number that will be used in the authentication process. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes name, phone numbers, and email addresses. In the event the email address on file for the Services becomes invalid or subsequently malfunctions, you shall immediately provide to us a replacement email address. To service and manage your Account, or the services through Online Services and Mobile Banking, we may contact you at the telephone number you provide, through calls or text messages to mobile, cellular or similar devices, or calls or text messages using automatic telephone dialing systems and/or pre-recorded messages. If you choose to receive information, including any Password, via text, standard message and data rates may apply, and your phone service must come from a supported carrier, such as AT&T, Sprint, Verizon Wireless, T-Mobile, MetroPCS, Google Voice, Boost Mobile, or Virgin Mobile USA (the supported carriers may change at any time).

3. You will need to obtain, install, maintain or operate certain software, hardware or other equipment necessary for you to access and use the Services. You must use a supported browser in order to use or access the Services. You must also have software that enables you to view files in PDF in order to access, view and retain electronic Communications,

together with sufficient local electronic storage capacity. Please refer to the paragraph entitled Technical Requirements in the section of this Agreement entitled Provisions Applicable to All Online Services for the minimum hardware and software requirements. This may change from time to time and we reserve the right to update the requirements on our website. You are responsible for obtaining any internet or data service required to access or use the Services through the internet via the data service provider of your choice, and for paying the provider for any applicable data service or internet service fees, including all taxes and service charges. In addition, any applicable fees associated with your Account will continue to apply.

4. Although there are minimum specifications for equipment, software, hardware and internet or data connection in order to access or use the Online Services and Mobile Banking, we make no endorsement of any system, even if we provide you with or display a link to a third-party site where you may download a particular software. In addition to the provisions herein, your use of software, hardware or service in accessing the Online Services or Mobile Banking may be subject to the license or other agreements of the service provider.

5. You are required to accept and hereby consent to allow cookies and device tagging in order to use Online Services and Mobile Banking. These techniques enable us to store information about your machine in order to authenticate you on your next visit. The use of cookies also enables us to track user trends and behavior without identifying individuals or tracking customer information. Your deletion or refusal of cookies will impact your use and enjoyment of Online Services and Mobile Banking and will trigger an additional layer of authentication that may result in a delay, for which we have no responsibility.

V. BANKING TRANSACTIONS

1. General Terms. You may use Mobile Banking to view Account balances/transactions, or to transfer funds between your Accounts or between an Account and an External Account. When you use, or allow another to use, Online Services or Mobile Banking to send instructions to us to make transfers through the Online Services, you agree to the provisions in this section. NOTE: We reserve the right to limit or change the eligibility of Accounts for transfers through Online Services and Mobile Banking.

2. Internal Transfers. Internal Transfers may be used to transfer funds between Accounts. If you schedule/initiate instructions to us before the Cut-Off Time for an Internal Transfer scheduled on the same Business Day, it will be processed and the transferred funds will be available the same day. Internal Transfers cannot be cancelled.

3. Transfers. External Transfers are handled as a domestic wire. You may transfer funds from an Account to another Account or to an External Account. You may be charged a fee by the bank receiving the transfer.

4. Account Problems. Please refer to the Deposit Agreement with respect to reporting any Problems (as defined in the Deposit Agreement) with respect to an Account.

5. Payment Orders and Payment Order Communications. Please refer to the Deposit Agreement with respect to Payment Orders and Payment Order Communications (as defined in the Deposit Agreement).

VI. STATEMENTS

We provide the online Statements service ("Online Statement Service") in accordance with the below terms.

1. Description of Online Statement Service. By opening an Account, you will be automatically enrolled in Online Statement Service, allowing you to replace your mailed (paper) statement with an electronic version (PDF) that you can view, save to your computer or print at your convenience. Any legal notices will be delivered to you electronically. From time to time, we may, in our discretion, modify or delete any feature of the Online Statement Service. Although you will not receive a mailed (paper) Statement, you may request copies of your Statements or records as provided below.

2. Accessing your Statements. Your Statements will be available when you log into your Account. You shall notify us of any email address changes. You may change your email address within the Pibank Mobile App by clicking on the Help link. You may also notify us of any change in your email address.

3. Equipment. You are responsible for and must provide all telephone and other equipment, software and services necessary to access the Statements. To access and retain your Statements, you must use your mobile device and software meeting the requirements summarized in the section of this Agreement entitled Provisions applicable to all Online Services, subsection entitled Technical Requirements, or as we may update them from time to time. You acknowledge having the necessary equipment and internet access to utilize Online Services. To view and print your Statements, you should upgrade your Adobe Reader to the latest version available, as there are printing limitations with certain versions. Using a 56K dial-up modem may take more time to download your Statements.

4. International Use. We do not make any representation that any content or use of the Statements is appropriate or available for use in locations outside of the United States, and you shall not access the Online Statement Service from territories where its contents or use is illegal.

VII. ERRORS, DISPUTES AND QUESTIONS

1. In case of errors, disputes or questions about your Account or transactions, you should notify us as soon as possible via one of the following:

- (a) Call us at +1 (954) 636-7777 customer service hours of operations, as provided below; or
- (b) Email us at support@pibank.com.

2. Our hours of operations are: 8:00 a.m. to 8:00 p.m. EST, Monday through Friday.

3. If you think your Statement is incorrect or need more information about a transaction listed on the Statement, we must hear from you as described below.

4. When you contact us in any of the ways listed above, you must:

- (a) Tell us your name and the last four digits of your account number;

- (b) Describe the error or transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
- (c) Tell us the dollar amount of the suspected error.

5. You may also contact us as detailed above with any questions related to this Agreement or the Online Services.

VIII. LIABILITY

1. Limitation of Liability and Disclaimer of Warranties.

- (a) EXPRESSLY AS SPECIFICALLY SET FORTH HEREIN, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE INSTALLATION, USE, MAINTENANCE, OR INCOMPATIBILITY OF THE EQUIPMENT, SOFTWARE, ACCESS TO OR USE OF THE ONLINE SERVICES OR ANY PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.
- (b) THE ONLINE SERVICES AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH THE ONLINE SERVICES, ARE PROVIDED "AS IS", "WHERE IS" AND "WHERE AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

2. Indemnification. You shall indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any loss, damage, liability, claim, demand, suit, action or other proceeding, or cost or expense of any kind including reasonable attorneys' fees and costs, relating to (a) your use of the Online Services; (b) the use of the Online Services by anyone with access to your Account; or (c) by anyone using your Online Services or Mobile Banking credentials; or (d) your breach of this Agreement or the rights of any third party, including those arising from your providing a phone number, email address or other delivery location that is not your own. Your obligations under this paragraph shall survive termination of this Agreement.

3. Third Parties. We are not liable for any error or loss resulting from the malfunction or failure of the internet, equipment, software or hardware, or any direct, indirect, special or consequential damages resulting from your access to or failure to access any of the Online Services. You are responsible for educating yourself on and obtaining any upgrades, fixes or enhancements to, or technical or other support for, equipment, software or hardware you use to access or use Online Services. We are not liable for any products or services that are paid using Online Services.

4. Virus Protection. We are not responsible for any electronic viruses, malware or spyware that you may encounter. We suggest that you routinely scan your computer using a virus

protection and anti-malware/anti-spyware product. An undetected virus may corrupt and destroy your programs, files or hardware.

5. Prohibitions. You shall not use Online Services or Mobile Banking to transact with payees to whom you are obligated for tax payments, or to make payments made pursuant to court orders, fines, gambling payments or payments otherwise prohibited by law. You shall not attempt to log onto Online Services from any country sanctioned by the OFAC or attempt to make any payment to such countries, individuals or entities prohibited under OFAC. You shall not use Online Services for international wires or outgoing ACH Transactions. You are further prohibited from using Online Services that: (a) impose an unreasonable or disproportionately large load on our infrastructure; (b) 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; (c) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy Online Services or any portion of the Pibank portal without our prior written permission; (d) constitute use of any device, software or routine to bypass technology protecting Online Services, or interfere or attempt to interfere with Online Services; or (e) may cause us or our service providers to lose any of the services from our internet service providers, payment processors or other vendors. Any attempt to conduct a transaction prohibited by this section may result in your access being restricted or terminated.

6. Specific Payments and Transfers for Accounts.

(a) Applicability. The following provisions apply to EFTs.

(b) Liability for Unauthorized EFT. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

- (i) You must report an unauthorized EFT listed on your Statement within sixty (60) days of our transmittal of the Statement to avoid liability for subsequent transfers. If you fail to report the unauthorized EFT to us on time, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60-day period and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period.
- (ii) If the report is oral, we will require that you send the complaint or question in writing and signed by you within ten (10) Business Days. We will notify you with the results of the investigation within ten (10) Business Days and will correct any error promptly. If more time is needed, we may take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your Account within ten (10) Business Days (twenty (20) Business Days if the transfer involves a new Account) for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing and signed by you within ten (10) Business Days, we may not credit your Account until the investigation is completed. You may request copies of the documents that were used in the investigation.

7. Our Liability for Non-EFTs. Unless otherwise specified or addressed in this Agreement, all other claims regarding Problems (as defined in the Deposit Agreement) or any other dispute with respect to your Account and use of the Online Services shall be determined in accordance with the provisions of the Deposit Agreement.

8. Our Liability for Failure to Complete Payments and Transfers for Accounts. If we do not complete a transfer or payment to or from an Account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. We will not be liable to you, however, in the following instances:

- (a) If through no fault on our part, you do not have enough money in the Account to make a transfer or payment through Online Services and/or Mobile Banking;
- (b) If a *Force Majeure* Event occurs;
- (c) If there is a hold on your Account, or access to your Account is blocked, in accordance with banking policy;
- (d) If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
- (e) If your transfer authorization terminates by operation of law;
- (f) If you believe someone has accessed your Account without your permission and you fail to notify us immediately;
- (g) If you have not properly followed the instructions in this Agreement on how to make a transfer;
- (h) If we have received incomplete or inaccurate information from you or a third party pertaining to a transfer, including the financial institution name, address, account number, or the amount of the transfer;
- (i) If we have a reasonable basis to believe that unauthorized use of your Password or Account has occurred or may be occurring, or if you default under this Agreement, the Deposit Agreement or any other agreement with us, or if we or you terminate this Agreement or the Online Service at issue; or
- (j) If a financial institution holding an External Account from which you have requested a transfer, mishandles or delays processing or posting a transfer sent by Plaid.

The above examples are illustrative but not exhaustive of circumstances for which we are not liable.

9. Additional Statement Regarding Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Services Accounts. Unless required by applicable law, we are only responsible for performing the Online Services specified in this Agreement.

IX. PROVISIONS APPLICABLE TO ALL ONLINE SERVICES

1. Bank Agreements. In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish you in connection with the Online

Services or any services or products that may be accessed through Online Services or Mobile Banking, including the Deposit Agreement and any other agreements applicable an Account, and all applicable laws and regulations.

2. Modifications. We may amend this Agreement or the Online Services from time to time by sending you written notice by email or by posting the updated terms on our website. We will indicate the date the modifications will become effective. If you do not accept the modifications, you must discontinue your use of the Account or Online Services. Your continued use of the Account or Online Services after the effective date of the modifications will be considered your agreement to the changes.

3. Technical Requirements. Your hardware and software must meet the following minimum requirements:

- Desktop Browser or latest version of Internet Explorer, Mozilla Firefox, Apple® Safari, and Google® Chrome with 128-bit encryption;
- Mobile/Tablet or Latest version of Safari on iOS or Android on Chrome Operating System or Windows® 7 and higher or Mac® OS 10.9 Internet o 56 kbps modem or better;
- Disc Space of 50 MB's or higher;
- PDF Requirements or Latest version of Adobe® Reader® is required to access, download, and save documents.

In order to access and retain Communications, you must have:

- An Internet browser that supports 128-bit encryption, such as Netscape Navigator version 4.7 or above or Internet Explorer version 5.0 or above.
- An email account and email software capable of reading and responding to your email.
- A personal computer, mobile device, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.

4. No Unlawful or Prohibited Use. You represent and warrant to us that you will not use the Services (a) for any unlawful purpose or that is not permitted, expressly or implicitly, by this Agreement, applicable law or regulation; or (b) in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Services. These representations and warranties will survive termination of this Agreement.

5. Additional Services. We may notify you of new Online Services and rules governing them from time to time. By using the new Services, you are bound by the accompanying rules.

6. Schedule of Fees. There are no fees associated with an Account.

7. Linked Accounts. All Accounts will be linked by the Tax Identification Numbers of the Owner. The Accounts will appear together without regard to ownership. For example, if an Owner accesses the Service, that Owner will be able to view and access at a single time any Accounts for which that person is also an Owner.

8. Records. Our records are presumed to accurately reflect the contents of your instructions and absent manifest error will be binding and conclusive. Your Statement is the official record of the activity in your Account.

9. Term and Termination.

(a) **Term.** This Agreement shall remain in full force and effect until termination as specified below.

(b) **Termination.**

(i) We may terminate or suspend this Agreement, or terminate, suspend or limit your use of Online Services, in whole or in part, at any time and for any reason without prior notice including your failure to access the Services for a period of 360 days or longer.

(ii) Upon termination, you shall immediately discontinue use of Online Services. Any suspension or termination shall not affect your liabilities or obligations under this Agreement or any other agreement or transactions initiated prior to suspension or termination.

(iii) Termination of your use of Online Services will also result in the closing of any Accounts.

10. Links to Third Party Sites. Our website may contain links to other websites ("Linked Sites"), which are provided solely as a convenience to you. We do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. We, our affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided, and we make no representations or warranties regarding the Linked Sites or your use of them.

11. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement to an affiliate or a successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your prior consent. This Agreement shall apply to each Party's heirs, successors, and assigns, as applicable. We may also assign or delegate certain of our rights and responsibilities hereunder to independent contractors or other third parties.

12. Notices. All Communications may be sent to you electronically. Notice to one Joint Owner is deemed notice to the other Joint Owner.

13. Disclosure of Information. We will treat your Account information as confidential except that we may disclose such information to third parties under the following circumstances:

(a) Where necessary for the Online Services and completing transactions;

- (b) In connection with the investigation of any claim you initiate;
- (c) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or payee;
- (d) In order to comply with a governmental request, court order, other legal process, or regulatory reporting requirements;
- (e) If you give us consent;
- (f) To Bank-affiliated companies;
- (g) As may be permitted by any other agreement between us; or
- (h) As may be permitted or required by law or regulation.

14. Merger. This Agreement is the entire agreement of the Parties concerning its subject matter and supersedes any understanding, oral or written, concerning the subject matter.

15. Governing Law/Forum Selection.

- (a) This Agreement shall be governed by and interpreted in accordance with (i) Florida law, excluding its principles involving choice of law, and (ii) federal law if applicable. To the extent of any conflict between federal and state law, federal law controls.
- (b) In any action to enforce or that otherwise concerns this Agreement, the Parties shall exclusively litigate in the courts located in Miami-Dade County, Florida.

16. JURY WAIVER. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION TO ENFORCE OR THAT OTHERWISE CONCERNS THIS AGREEMENT.

17. Waiver. All waivers of provisions of this Agreement shall be in writing and signed by the Party providing the waiver and will be limited to the specific matters that are the subject of the waiver. A waiver will not affect either Party's right to enforce rights and remedies with respect to provisions not waived.

18. Severability. If a court deems any provision of this Agreement unenforceable, such ruling shall not affect the remaining provisions of this Agreement. If performance of any of the duties under this Agreement would result in violation of applicable law, this Agreement shall be deemed amended to the extent necessary to comply therewith.

19. Privacy Notice. Keeping your financial information secure and confidential is one of Pibank's most important goals. The Online Services are provided under the terms of Pibank's Privacy Notice provided at the time of account opening and annually thereafter. Our Privacy Notice is available at <http://www.pibank.com.com/home/privacynotice>.

20. Cut-off Times.

- (a) Cut-off Times for each Online Service are summarized below. All references to time are Eastern Standard or Daylight Time as applicable and all days are Business Days:

- (i) Plaid Transfers must be processed before 12:15 p.m.
 - (ii) Internal Transfers (Pibank Account to another Pibank Account) must be made by 4:00 p.m.
 - (iii) Outgoing Domestic Wire Transfers must be submitted by 3:30 p.m.
- (b) Online Services or transactions received after the Cut-Off Time will be processed the next Business Day. All Cut-Off Times reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any instructions to us sufficiently in advance of the applicable Cut-Off Time to eliminate the possibility of missing the Cut-Off Time.

21. Survival. In addition to express survival provisions, all provisions of this Agreement that contemplate survival of the termination of this Agreement or the Online Services shall survive termination.

PLEASE SAVE A COPY OF THE ONLINE SERVICES AGREEMENT FOR YOUR RECORDS

Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.

Android and Google Play are trademarks of Google Inc.