



ONLINE SERVICES AND MOBILE BANKING AGREEMENT

The Online Services and Mobile Banking Agreement describe your rights and obligations as a user of Pibank USA* (hereinafter, “we”, “our”, “us”, “Bank” or “Pibank”) online services and mobile application services, including but not limited to: mobile banking, transfers (internal transfers and external transfers, including Plaid transfers), online statements and other online services (the “Services”), and each of such Services’ agreement or terms of use shall hereinafter collectively be referred to as the “Agreement”. The words “you”, “your” or “Customer” refer to each person or entity in whose name an Account is held or who has authority to operate/transact an Account (e.g., authorized signer), as well as any permitted assignee or successor in interest to the Account. This Agreement also describes the rights and obligations of Pibank.

Please read this Agreement carefully. By requesting, using or accessing, you agree to the applicable Service(s) used, including but not limited to the following: E-sign Acceptance/Consent to Use Electronic Signatures; Definitions; Security; Communications; Errors, Disputes, and Questions; Liability; and Provisions Applicable to all Online Services. You further agree that this Agreement and any selected/used Online Services’ agreement are agreed to and entered into by electronic/digital means, as provided in Section I, E-sign Acceptance/Consent to Use Electronic Signatures, below. This Agreement shall apply regardless of the means by which the Online Services are accessed, including, but not limited to, access through our website (Pibank.com), a mobile device using the Pibank Mobile Application (the “Pibank App”), a tablet, or any other means. Capitalized terms shall have the meaning ascribed in Section II, unless provided in the specific “Services” section of the Agreement.

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I. E-SIGN ACCEPTANCE / CONSENT TO USE ELECTRONIC SIGNATURES

Should you decide to use your Account(s) in connection with the Services, we require the use of electronically signed documents or the acceptance of the Online Services and Mobile Banking Agreement electronically. If you would like to opt-in linking your Account(s) to the Services and obtain said Services, as well and provide electronic signatures, you must review and consent to the terms outlined below:

1. Receiving Paperless Statements: You will receive digital copies of your statements through our Pibank USA App.

2. Scope. The scope of this consent applies to current and future transactions. Your consent will apply to all current and future transactions relating to this Account and their use of the Services or any other Accounts you may establish with us, as well as any future inquiries/transactions with respect to said Account(s).

3. Consequences of Withdrawing Consent. If you chose to withdraw your consent provided herein, your withdrawal will become effective once we have had a reasonable amount of time to make the appropriate changes to honor your request. At that time, your access to the Services for which withdrawal was requested shall be terminated.

4. Keeping Your Email Current with Us. We require a valid and current email address to deliver communications to you electronically and accept electronic signatures from you.

5. Technical Requirements. See section of the Agreement titled *Provisions Applicable to all Online Services*, subparagraph "Technical Requirements", for the minimum requirements.

7. Agreement & Acknowledgement: When you check and read the Online Services and Mobile Banking Agreement at log in, it confirms your acknowledgment and agreement to the following:

Electronic Signature Agreement. You are electronically signing and agreeing to be bound by the Online Services and Mobile Banking Agreement. You agree that your electronic signature is the legal equivalent of your manual signature with respect to any and all selected or used Services, including the applicable agreement or terms of use, applicable thereto. You consent to be legally bound by the terms of the Online Services and Mobile Banking Agreement. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide us instructions via our web page, or in accessing, selecting, or making any transaction regarding any of the selected Online Services, is your acknowledgement and constitutes your signature (hereafter referred to as "E-Signature"), acceptance, and agreement, as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract/agreement between you and Pibank USA. You also represent that you are authorized to enter into the Online Services and Mobile Banking Agreement for all persons who own or are authorized to access any of your Account(s) and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in obtaining an Online Service(s), Account(s), or other service constitutes your agreement to be bound by the then-applicable Online Services agreement, terms of use or this Agreement (as applicable), as they exist on the date of your E-Signature.

II. DEFINITIONS

Any capitalized term used and otherwise not defined throughout the Agreement, shall be defined, as follows:

1. "Access Device" means the device that you are using to log into the Services or electronically access your online Pibank Account (e.g., Wireless Device,).
2. "Account(s)" for purposes of this Agreement means the deposit account(s) (e.g., Savings) you have with us
3. "ACH" means the Automated Clearing House system, and in the context of a transaction it means a transaction conducted through the Automated Clearing House system.
4. "Authorized User" refers to a person with any authority with respect to an online Pibank USA Account.
5. "Business Day" means Monday through Friday, excluding any Federal or State holiday or any day on which the Bank is closed as required by law or decree.
6. "Biometric Authentication" means fingerprint or facial recognition used for identification of you and access control, and is an agreed upon for access to and use of the services, as applicable.
9. "Pibank USA Application" or "Pibank USA Mobile App" means Pibank's mobile banking application that can be downloaded via the Apple Store or Google Play.
10. "Communication" means any customer agreement or amendment, notice, disclosure, policy, procedure, confirmation, alert, statement, response to claim, record, transaction history, and all other information related to any

Online Pibank account, product or service, including but not limited to, (i) information and disclosures that we are required by law to provide to you in writing, such as applicable IRS Form 1099 and disclosures required under the Electronic Funds Transfer Act, the Trust in Savings Act, and a notice of changes to such disclosures; (ii) our privacy notice; and (iii) agreements, pricing schedules, agreement for the Services and notices of changes of those agreements, schedules and agreement.

11. "Consumer" means a natural person.

12. "Customer External Account" means eligible checking, money market, or savings accounts held by you at institutions other than Pibank USA.

13. "Cut-Off Times". Please refer to the paragraph titled "Cut-Off Times" in the Agreement's section titled *Provisions Applicable to all Online Services* for a listing of the applicable Services cut-off time.

14. "External Account" means either "Customer External Account" or a "Third-Party Account".

15. "External Transfer" means an ACH transfer from your Online Pibank USA Account to a Customer External Account or a Third-Party Account, as applicable.

16. "Force Majeure" means, but is not limited to, any of the following: fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, government restriction(s), act of God, act of public enemy, pandemic or because of any other cause beyond a party's reasonable control.

17. "Instructions" means the information provided by you to the Bank in order for the Bank to provide the requested Services, including but not limited to the delivery/payment or funds transfers to/from an Account, External Account, Payee, or Beneficiary.

18. "Internal Transfers" means the service that allows you to issue Instructions to the Bank for transfers between two Pibank Accounts.

19. "ISP" refers to your Internet Service Provider.

20. "Mobile Banking (Pibank App²)" means any products or services provided within the Online Services that are accessible through a Wireless Device using the device browser or through the use of the Pibank Mobile App, and includes Pibank's Text Message, Text Alerts and Push Notifications.

21. "PLAID Transfers" means a transfer to or from a Customer External Account.

22. "NACHA Rules" means the Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA"), as amended from time-to-time.

23. "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.

24. "Online Services" refers to Pibank's internet page and portal to access many of the Online Services, including but not limited to the following: viewing transactions/balances, Transfers (Internal Transfers, External Transfers, Online Statements, and/or any other additional service that may be introduced from time-to-time.

25. "Online Service(s)" or "Service(s)" may refer to any of the following services, individually or collectively: Online Services, Transfers (Internal Transfers and External Transfers), Mobile Banking Services, Online Statements, and/or any other additional service that may be introduced from time-to-time.

26. "Online Pibank Account" means any Account(s) (Savings) that you access through or link to Online Services or any of the Online Services.

27. "One Time Passcode" or "OTP" means a unique passcode delivered to you via text, email.

28. "Password" is the customer-generated code selected by you for use during the initial login, or the codes you select after the initial login, that establishes your connection to Online Services or the Pibank Mobile App, and any other Service(s). Your Password is set-up as part of Online Services registration, and you can change this 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 and/or Username and Password.

29. "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

30. "Recipient" or "Beneficiary" is the person to whom you are transferring the funds.

31. "Send on" or "Send date" means the date you provide in your Instructions for an External Transfer to begin processing for payment to your external bank account.

32. "SMS Text" is a short message service ("SMS") (or text message) that is two-way, from us to you and/or from you to us, that operates via a capable Wireless Device or other mobile device that is registered on a carrier network.

33. "Username" is the identification code you have created in order to connect to Online Services, Mobile Banking, Pibank Mobile App, and any other Service(s).

34. "Valid Codes" refers to 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.

35. "Wireless Device" means a cell/mobile phone, smartphone, smartwatch, personal digital assistant, tablet computer, or any similar device.

36. "Other Payment Services" provide the ability to transfer money between you and other users using (i) aliases, such as email addresses or mobile phone numbers, or (ii) account numbers. Terms of Service for the PLAID and Other Payment Services can be found in a separate agreement available to you should you decide to use these Services.

III. SECURITY

You agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You hereby expressly assume all risks associated with using the Internet, including security, corruption, malware, viruses, transmission error or delay, and access availability. You acknowledge that we make no warranty that the Online Services will be uninterrupted, timely, secure or error-free unless otherwise stated on the website or in any applicable Agreement. You acknowledge that you are responsible for the data security of any software, hardware, or equipment you use to access the Online Services, and that we are not.

The Bank may, at its 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 Online Services. You are responsible for keeping your Password and Online Pibank Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information or any of the forms of personal identification.
- Do not leave your Access Device unattended while you are utilizing the Bank's Online Services website or using your Pibank App.
- Never leave your account information within range of others.
- Do not send confidential account information (e.g., account number, Password, etc.) via any public or general e-mail system.
- If you use your mobile device for Online Services, you should require an unlock code on your device (known only to you) after a reasonable period of inactivity.

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

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.

IV. COMMUNICATIONS

You agree that we may provide you with any Communications electronically at our sole discretion, unless a specific form of Communication is agreed upon by you and us (e.g., delivery of Online Statements). We may use one or more of the following methods to deliver any Communication to you electronically: (a) via e-mail to the e-mail address you have provided to us in connection with the Online Services; (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 permissible 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.

You may withdraw consent to receive electronic Communications by contacting Pibank as provided for in the section of this Agreement titled *Errors, Disputes and Questions* herein. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications, but reserve the right to terminate your access to Online Services and Mobile Banking. You agree that we will have reasonable period of time to process the withdrawal of your consent to receive electronic Communications.

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

You are enrolled in Mobile Banking therefore agree that we may send you information relative to Mobile Banking through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity.

We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail 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 Online Services and Mobile Banking.

You agree that any suggestion, idea, proposal or other material you provide to us becomes our property upon submission without limitation or further consideration.

Marketing. You agree that Pibank may contact you to tell you about, and to offer for sale, products or services we believe will be of interest to you. If we do so, each communication we send to you will contain instructions permitting you to “opt out” of receiving future communications.

V. ONLINE SERVICES

You will gain access to your Online Pibank Accounts using your Internet-enabled device, your ISP, your Username, Password, and/or Biometric Authentication, and/or any combination of the Valid Codes, as applicable. You may access your Online Pibank Accounts twenty-four (24) hours a day, seven (7) days a week. However, availability of the Online Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software or circumstances beyond the Bank’s control.

You must provide a valid e-mail address in order to use Online Services and Mobile Banking so that the Bank may send you certain information related to the Online 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, but is not limited to, name, phone numbers, and e-mail addresses. In the event the e-mail address on file for the Online Services becomes invalid or subsequently malfunctions, we reserve the right to terminate your access to Online Services and Mobile Banking. To service and manage any of your Account(s), or the services offered through Online Services and Mobile Banking, the Bank may contact you at any telephone number you provide to the Bank, 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 any 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).

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You will need to obtain, install, maintain or operate certain software, hardware or other equipment necessary for you to access and use the Online Services. You must use a supported browser in order to use or access the Online 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 titled *Technical Requirements* in the section of this Agreement titled *Provisions Applicable to All Online Services* for the minimum hardware and software requirements. This may change from time-to-time and the Bank reserves the right to update said requirements on its website. You are responsible for obtaining any internet or data service required to access or use the Online Services through the internet via the data service provider of your choice, and for paying such provider for any applicable data service or internet service fees, including all taxes and service charges. In addition, any applicable fees associated with your Accounts will continue to apply.

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, the Bank makes no endorsement of any such system, even if we provide you with or display a link to a third-party site where you may download a particular software. Your use of any software, hardware or service in accessing the Online Services and/or Mobile Banking may be subject to the license or other agreements of the provider of such software, hardware or service, in addition to the agreement of this Agreement.

You are required to accept and hereby consent to allow cookies, device tagging, and device fingerprinting in order to use Online Services and Mobile Banking. These techniques enable the Bank to store information about your machine in order to authenticate you on your next visit. The use of cookies also enables the Bank 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. The Bank is not responsible in the event of any such delay.

VI. BANKING TRANSACTIONS

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

2. Recurring Transactions. You may choose to schedule transfers (e.g., Internal Transfers and/or External Transfers) to recur in the same amount at regular intervals or on the prior Business Day if the date on which the "Send on"/"Send" date is a non-Business Day. Recurring Transactions will be deducted from the Online Pibank Account from which such transfer is requested on the "Send on"/"Send" date, as applicable.

3. Internal Transfers. Internal Transfers can be used to transfer funds between eligible Online Pibank Accounts. In addition, the following items are important regarding Internal Transfers:

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

5. External Transfers are handled as a Domestic wire. You will use your Pibank Account as a Debit and credit your External Account.

Customer authorizes Pibank. ("Bank") to receive, execute and charge any electronic, or written request for transfer of funds from the account's client has access to, when such requests are approved from an authorized Customer listed on signature card. Accordingly, Customer and Pibank agree as follows:

1. In accordance with this Agreement, Pibank may:

- a) Transfer funds from specified Customer account(s) with Pibank to any other specified Customer Bank account(s) whether such account(s) are with Pibank or other institutions(s); and
- b) Transfer funds from Customer account(s) with Pibank to any account(s) of a third party, whether such party account(s) are with Pibank or other institution(s).

2. Pibank will notify Customer of a transfer, in the form of an email, or other customary method of confirmation. Customer will promptly report any discrepancies between Customer's records and the notification sent by Pibank. In no event will Pibank be liable for interest compensation where Customer makes such a report later than thirty days after the day of its receipt of the notification. The Customer will be deemed to receive any information mailed by the Bank five business days after mailed.

3. All requests by Customer for Payment Orders will conform to the procedures as Pibank may from time to time prescribe, including the establishment of cut-off times each day for receiving Payment Order requests. Pibank may change these procedures upon notice to Customer. Customer further agrees that it will prevent the disclosure within and outside of its organization, except to its authorized representatives listed in Schedule A, of any of Pibank's procedures relating to transfer of funds. If the confidentiality of the procedures is compromised, Customer will notify Pibank immediately.

4. Pibank shall not be liable to Customer or any third party for any losses, damages, liabilities, expenses or costs of any nature suffered or incurred by Customer or any third party as a result of any of the following: (a) the execution by Bank of a Payment Order pursuant to its terms and in accordance with the terms and conditions of this Agreement; (b) the improper execution, delayed execution or non-execution of a Payment Order because of unclear instructions, legal restrictions, governmental interference, failure of any communications or computers systems, electrical failure, fire, acts of God or other events of force majeure, or any other cause beyond the Bank's control; (c) the act, failure to act, or insolvency of any agent, intermediary, correspondent bank or other funds transfer system; or (d) any other act or omission of the Bank relating to this Agreement or to the transactions and activities contemplated hereby except to the extent, if any, that (i) such other acts or omissions constitute gross negligence or willful misconduct by the Bank or (ii) such liability is governed by specific provision of law or regulation. In addition to and without limiting the foregoing, to the maximum extent permitted by applicable law the Bank shall not be liable for any special, indirect or consequential damages.

5. Customer will indemnify and hold harmless Pibank and its officers, directors and employees from any claims, demands, expenses, (including reasonable attorney's fees), loss or damage arising out of, related to, or in connection with Pibank's acting upon Payment Orders effected in accordance with this Agreement including those transfers made in form other than a check or draft or Pibank's refusal to act upon requests which are not made in accordance with this Agreement and regardless of any negligence on the part of Pibank. Further, Customer will indemnify and hold harmless Pibank and its officers, directors, and employees from any claims, demands, expenses (including reasonable attorney's fees), loss or damage arising out of, related to, or in connection with, the negligence, willful misconduct misuse or unauthorized use of written or electronic funds transfer instructions, facsimile signatures, or signatures of any persons signing on behalf of the Customer.

6. The parties shall comply with the security procedures(s) ("Security Procedure") mentioned in this agreement.

The use of the Security Procedure is hereby accepted and authorized by the Customer and, unless any additional security procedures or special circumstances or procedures are required by the Customer and specified on a Rider signed by the Bank and the Customer and attached to and made a part of this Agreement, the use of the Security Procedure in the manner set forth in this Agreement shall be the sole security procedure required with respect to any Payment Order and any amendment or cancellation of a Payment Order, and the Customer acknowledges and agrees that (i) no special circumstances exist with respect to the Customer that would require any other security procedure and the Security Procedure is sufficient to protect the Customer's interests in light of its needs, and (ii) the Security Procedure is a method of providing security against unauthorized Payment Orders that is commercially reasonable under the circumstances of the Customer and in light of the size, type, frequency and volume of transfers the Customer contemplates undertaking.

The Bank may execute any Payment Order and act on any other instruction relating to the Payment Order and the Payment Order or instruction shall be effective as the Customer's order, and the Customer expressly agrees to be bound thereby, whether or not authorized by the Customer and regardless of the actual identity of the transmitter

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thereof, provided that the Bank accepts the Payment Order or instruction in compliance with the Security Procedure.

The Customer shall preserve the security and confidentiality of the Security Procedure, and shall promptly notify the Bank of any compromise of the integrity of the Security Procedure.

The Customer acknowledges that the sole purpose of the Security Procedure is to determine the authenticity of Payment Orders (including any amendments or cancellations thereof) and not to detect errors in any Payment Orders (and in amendments or cancellations thereof). The Bank shall have no obligation or responsibility to detect errors in any Payment Orders (or in any amendment or cancellation thereof). The Customer is solely responsible for any duplication of Payment Orders and for the accuracy of the content of Payment Orders and amendments and cancellations thereof and their transmission to the Bank.

7. The Bank may (but is not required to) record, electronically or otherwise, any communications, instructions and other discussions between the Customer or the Customer's authorized representative and the Bank that relate to the issue of past, present or future funds transfer affecting the Customer's account. Customer and Customer's authorized representative give their prior consent to these recordings, and it is the parties' intent that this prior consent be the prior consent to interception of oral communications provided for in Fla. Stat. Title XLVII, Chapter 934 et seq.

The Bank may retain these records for as long as it deems appropriate.

The decision to record any telephone conversation shall be solely within the Bank's discretion, and the Bank has no liability whatsoever for failing to do so.

8. Pibank shall be deemed to have accepted Customer's transfer instructions when it executes it by issuing a payment order intended to carry out the transfer instruction received by the Bank. Pibank may, under certain circumstances, reject the transfer instruction without any liability to Customer or any other party by transmitting a notice of rejection to Customer either orally, electronically, by facsimile or in writing, before executing the transfer instructions.

9. Pibank shall not be obligated to accept or effectuate any amendment to, or cancellation of, any Payment Order transmitted to the Bank, and in any event may condition its action upon (a) receipt of information reasonably identifying the original Payment Order, (b) compliance with the Security Procedure selected on Schedule B, (c) receipt of any indemnity and bond or security acceptable to Bank, under which the Customer will make the Bank whole for all losses, expenses (including attorney's fees at trial and appellate levels, in bankruptcy proceedings and whether suit be brought or not) and other liabilities that may result from the Bank's execution of any amendment to or cancellation of a Payment Order, and (d) receipt of the applicable cancellation or amendment request no later than the applicable cut-off time (as from time to time established by the Bank) on the funds transfer business day preceding the date on which the Bank is to execute or pay the original Payment Order. The Customer shall be bound by any amendment or cancellation of a Payment Order to the same extent that it would have bound by the transmittal of a Payment Order under this Agreement.

10. If a Payment Order identifies the beneficiary by an identifying number or bank account number, the Bank may rely on such number as the proper identification of the beneficiary of the Payment Order, even if the number does not in fact correspond to the person named in, and intended to be the beneficiary of the Payment Order. The Customer acknowledges that under these circumstances

(1) the beneficiary's bank may pay the Payment Order on the basis of the erroneous number transmitted by the Customer to the Bank even if the number identifies a person different from the named beneficiary and (ii) if payment is in fact made by beneficiary's Bank, the Customer will be obligated to pay the amount of the Payment Order.

Likewise, the Bank may rely on the identifying number of any intermediary or beneficiary's bank, which appears in a Payment Order, even if the number identifies a bank different from the one identified by name in such Payment Order. The Customer acknowledges that under these circumstances (i) the Bank and any subsequent bank may rely on the number as the proper identification of the intermediary or beneficiary's bank and (ii) the Customer will be obligated to reimburse the Bank or other subsequent bank for any loss and expenses incurred by it as a result of its reliance on the number in executing or attempting to execute the Payment Order.

11. The Customer shall be responsible for keeping its list of authorized signature persons and other instructions current. Any changes thereto, and any other instructions provided to the Bank, may be made by the Customer only by giving the Bank (15) days prior written notice thereof in accordance of this agreement.

VII. ONLINE STATEMENTS

The online statements service (hereafter, the “Online Statements” or “Online Statement Service”) is provided by us and these terms of use set forth the agreement for any use of the Online Statements (the “Terms of Use”). We encourage you to read these Terms of Use carefully.

By using the Online Statements Service, you signify your agreement to all the terms, conditions and notices contained or referenced in these Terms of Use and accept responsibility for your use of the Online Statements. Please read these Terms of Use carefully before you accept them. Access to Online Statements and use of the Online Statements are subject to all applicable federal, state and local laws and regulations. Unauthorized use of Online Statements or information accessed via the Online Statement Service is strictly prohibited.

1. Description of Online Statement Service. Online Statement Service is offered automatically, 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 that normally accompany your mailed statement will be delivered to you electronically. The following is a brief description of the various features of the Online Statement Service and requirements for using the same. From time to time, we may add to, modify or delete any feature of the Online Statement Service at our sole discretion. Please note that by enrolling in Online Statement Service, you will not additionally receive a mailed (paper) statement. However, copies of your Account statements or records will be available to you upon request as provided below.

2. Accessing your Online Statements. Your statement(s) will be made available to you when you log into your Pibank Account

Each month you will receive a notification from us informing you that your monthly Online Statement is available. You will receive this notification via e-mail, thus making it imperative that you notify us of any e-mail address changes. You can change your e-mail address within the Mobile Banking App by clicking on the User Options link. You can also notify us of any change in your e-mail address or request paper statements by contacting us as provided for in the section of this Agreement titled *Errors, Disputes, and Questions*. If you want to receive paper statements, you will need to contact us as provided.

3. Equipment. You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Online Statements. To access and retain your Online Statements you must use your mobile device and software meeting the requirements summarized in the section of this Agreement titled *Provisions applicable to all Online Services*, subsection titled *Technical Requirements*, or as we may update them from time-to-time. By selecting Online Statements and accepting the Terms of Use, you acknowledge having the equipment and internet access as referenced above. To view and print your statements, it is strongly recommended that you 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 Online Statements.

4. International Use. We do not make any representation that any content or use of the Online Statements is appropriate or available for use in locations outside of the United States, and accessing the Online Statement Service from territories where its contents or use is illegal is prohibited by us. Those who choose to access Online Statements from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

5. Termination. These Terms of Use will be in effect from the date that your registration is submitted by you and accepted by us and at all times while you are using Online Statements. Either you or we may terminate the Online Statement Service at any time.

VIII. ERRORS, DISPUTES AND QUESTIONS

In case of errors, disputes or questions about your Account(s) or transactions, you should notify us as soon as possible

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via one of the following:

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

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

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

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

1. Tell us your name and the last four digits of your account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

In addition, you may also contact us as detailed above with any questions related to this Agreement or any of the Online Services.

IX. LIABILITY

1. Limitation of Liability and Disclaimer of Warranties. EXPRESSLY AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, IN NO EVENT SHALL WE HAVE ANY LIABILITY 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.

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 BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

2. Indemnification. You agree to 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 but not limited to, reasonable attorneys' fees and costs) related to your use of the Online Services, or the use of the Online Services by anyone with access to your Account or by anyone using your Online Services and/or Mobile Banking credentials or your violation of this Agreement or the rights of any third party, including those arising from your provision of a phone number, e-mail 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 or responsible for any error or loss resulting from any malfunction or failure of the internet, equipment, software or hardware, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access any of the Online Services or funds transfers. You are responsible for educating yourself on and obtaining any upgrades, fixes or enhancements to, or technical or other support for, any equipment, software or hardware you use to access or use Online Services. You acknowledge that Online Services are completely voluntary and available for your convenience. We are not liable for any products or

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services that are paid using Online Services.

4. Virus Protection. The Bank is 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 and/or hardware.

5. Prohibitions. You agree not to use Online Services and/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 agree not to attempt to log onto Online Services from any country sanctioned by the OFAC, nor attempt to make any payment to such countries, individuals or entities prohibited under OFAC. You agree that you will not use Online Services for international ACH Transactions and that they are prohibited under this Agreement. You are further prohibited from using Online Services for communications or activities 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. You agree that any attempt to make any transaction prohibited by this section may result in your access being restricted and/or terminated.

6. If you permit other persons to use Mobile Banking or your Password for Online Services and/or Mobile Banking*, you are responsible for any transactions that they authorize from your Account(s).

7. Specific Payments and Transfers for Consumer Accounts

a. Applicability. The following provisions are only applicable to online electronic fund transfers that credit or debit a consumer account and are subject to the Consumer Financial Protection Bureau's Regulation E (an "EFT"). A consumer account is one that belongs to a natural person and used primarily for personal, family or household purposes. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

b. A Consumer's 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 that appears on your periodic statement within sixty (60) days of the Bank's 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 sixty-day (60-day) period and before notice to the Bank, and that the Bank establishes would not have occurred had you notified the Bank within the sixty-day (60-day) period.

ii. If the report is made orally, 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 involved 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. If an alleged error involves an EFT outside a state or territory or possession of the United States, we may take up to ninety (90) calendar days (instead of forty-five days (45)). If we determine that no error occurred, we will send you a written explanation within three (3) Business Days after the investigation is complete. You may request copies of the documents that were used in the investigation.

8. Our Liability for Items That Are Not EFTs (Applicable to Consumer Accounts). Unless otherwise specified or

addressed in this Agreement, all other claims regarding a Discrepancy(ies) (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 and the terms of the *Deposit Agreement*.

9. Our Liability for Failure to Complete Payments and Transfers Consumer Accounts. If we do not complete a transfer or payment to or from a consumer deposit 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 of the Bank, you do not have enough money in your account to make a transfer or payment through Online Services and/or Mobile Banking;
- b. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents a transfer through Online Services and/or Mobile Banking despite reasonable precautions that we have taken (the Force Majeure provision of the *Deposit Agreement* applies);
- c. If there is a hold on your Account, or if 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(s) without your permission and you fail to notify the Bank immediately;
- g. If you have not properly followed the instructions on how to make a transfer included in this Agreement;
- h. If we have received incomplete or inaccurate information from you or a third party pertaining to a transfer, including without limitation, the financial institution name, address, account number, or the amount of the transfer;
- i. If we have a reasonable basis for believing 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 list of examples set out in this paragraph are provided for illustrative purposes only and is not intended to list all of the circumstances where we would not be liable.

10. 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 otherwise required by applicable law, we are only responsible for performing the Online Services as delineated in this Agreement.

11. Survival. The provisions of paragraphs 1, 2, 3, 4, 6, 8, 9, 10, 11, and 12 of this section shall survive termination of this Agreement or termination of your access to the Services.

X. PROVISIONS APPLICABLE TO ALL ONLINE SERVICES

1. Bank Agreements. In addition to this Agreement, you and the Bank 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 can be accessed through Online Services and/or Mobile Banking, including but not limited to, the Bank's *Deposit Agreement* and any other agreements applicable to each of your Accounts, end user license agreements, and with all applicable laws and regulations. Your use of ANY of the Online Services is your acknowledgment that you have received the applicable agreement or Terms of Use, and this Agreement, and intend to be bound thereby. To the extent there is a conflict between the terms of this Agreement and the other applicable account agreements with us, or any end-user license agreements provided in conjunction with your use of the application, the terms of your Account agreement, or any end-user license agreement, as the case may be, will control except as may be otherwise stated herein.

2. Changes and Modifications. The Bank may amend this Agreement and/or modify any of the Online Services and Mobile Banking agreement, Terms of Use, from time-to-time by sending you written notice by electronic mail or by posting the updated terms on our website. The revised agreement shall be effective at the earliest date allowed by applicable law. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service or the Online Services*. Your use of the Online Services after we have made such changes available will be considered your agreement to the change.

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

- Desktop Browser
 - o Latest version of Internet Explorer, Mozilla Firefox, Apple® Safari, and Google® Chrome with 128-bit encryption
- Mobile/Tablet
 - o Latest version of Safari on iOS or Android on Chrome
- Operating System
 - o Windows® 7 and higher or Mac® OS 10.9 +
- Internet
 - o 56 kbps modem or better
- Disc Space
 - o 50 MB's or higher
- PDF Requirements
 - o 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 e-mail account and e-mail software capable of reading and responding to your e-mail.
- 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. As a condition of using any of the Service(s), you warrant to us that you will not use the Service(s) for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service(s) in any manner that could damage, disable, overburden or impair the Service(s) or interfere with any other party's use and enjoyment of the Service(s). You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service(s). You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

5. Additional Services. New Online 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 will be made available to you concerning these services.

6. Schedule of Fees. There are no fees associated with your Pibank Account(s). Certificate of Deposit Accounts may be subject to early-withdrawal penalties as set forth in the applicable disclosures and Schedule of Fees information.

7. Linked Accounts. All Pibank Accounts will be linked by the Tax Identification Numbers of the person(s) or business(es) authorized to access such account. The Pibank Accounts will appear together without regard to the

ownership of such accounts. For example, if an Authorized User of a Pibank Account accesses the Service, that Authorized User will be able to view and access at a single time any accounts for which the person is a co-owner or

authorized signer.

8. 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. Your Account statement, furnished to you by the Bank either on a monthly or quarterly basis depending on the type of Account, will remain the official record of your Account and its activity. Account information provided to you through the Online Services, including Mobile Banking, is not an official record.

9. Term and Termination.

a. Term. This Agreement will become effective on upon the establishment of any of the Online Services and shall remain in full force and effect until termination in accordance with the following provisions:

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

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

d. To terminate this Agreement, you must notify the Bank and provide your name, address, the Online Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Bank as provided for in the section of this Agreement titled *Errors, Disputes, and Questions*.

10. Links to Third-Party Sites. The Bank's website may contain links to other websites ("Linked Sites"). Such Linked Sites are provided solely as a convenience to you. The Bank does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that the Bank, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

11. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement to an affiliate of the Bank or any 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 the other party's prior consent. This Agreement shall apply to each party's heirs, successors, and assigns, as applicable. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

12. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically. In the absence of electronic delivery, the notice provision in the *Deposit Agreement* shall apply to this Agreement.

13. Disclosure of Information. It is our general policy to treat your account information as confidential. We will only disclose information to third parties about your Account or transfers you make ONLY under the following circumstances:

a. Where it is necessary for the provision of the Online Services and for 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 government or court orders or other legal process, or other regulatory reporting requirements;

e. If you give us your permission;

f. To Bank-affiliated companies;

g. As may be permitted by any other agreement between you and the Bank; and

h. As may be permitted by law or regulation.

14. Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

15. Disputes. In the event of a dispute arising under or relating in any way to this Agreement or to the Online Services, you and we agree to resolve the dispute by looking to the terms of this Agreement and the *Deposit Agreement*. You agree that this Agreement and the *Deposit Agreement* are the complete and exclusive statement of agreement between you and the Bank and they supersede any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement.

16. Governing Law/Venue. This Agreement is governed by the laws of the State of Florida and applicable federal law, without regard to its conflict-of-law provisions. In the event that either party commences legal action seeking monetary, declaratory or injunctive relief with respect to enforcement, interpretation or violation of this Agreement, the parties agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Miami-Dade County, Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17. WAIVER OF TRIAL BY JURY. IF NOT SPECIFICALLY ADDRESSED WITH THE APPLICABLE SECTION OF THIS AGREEMENT, THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM HEREUNDER.

18. Waiver. The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Bank authorized representative. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

19. Severability. If any term or provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable in any jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining terms and provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

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

21. Cut-Off Times. Cut-off times for each Online Service are summarized below, for any Business Day (in Eastern Time), or transaction type must be received by the Bank before:

- PLAID Transfers must be processed before 4:00 p.m.
- ACH Credit (Debit to Pibank Account to send a Credit externally) must be made by 2:00 p.m.
- Internal Transfer (Pibank account to another Pibank account) must be made by 4:00 p.m.
- Outgoing Domestic Wire Transfers must be submitted by 3:30 p.m.

Online Services or transactions received after the Cut-Off time will be processed the next Business Day. All Cut-Off Times referenced in this Agreement 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 such Cut-Off Time to eliminate the possibility of missing the Cut-Off Time.

22. Entire Agreement. The agreement, the Terms of Use, and this Agreement represent the sole and exclusive agreement between you and Pibank regarding the Online Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. Pibank may assign the Service, including these Terms of Use in whole or in part; however, you may not assign or transfer these Terms of Use.

23. Survivability. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement, are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in those provisions.

24. Survival. The provisions of paragraphs 1, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 22, 23, and 24 of this section shall survive termination of this Agreement or termination of your access to the Services.

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

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