

## **WEST BANK ONLINE AND MOBILE BANKING AGREEMENT©**

**PLEASE NOTE:** THIS AGREEMENT CONSTITUTES AN IMPORTANT PART OF EACH OF THE SUB-AGREEMENTS THAT FOLLOW. ALL SUB-AGREEMENTS ARE INTENDED TO BE READ IN CONJUNCTION WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. WHERE THERE IS CONFLICT BETWEEN THE TERMS OF ANY SUB-AGREEMENT AND THE TERMS OF THE WEST BANK ONLINE AND MOBILE BANKING AGREEMENT, THE TERMS OF THE WEST BANK ONLINE AND MOBILE BANKING AGREEMENT WILL CONTROL.

### ***WEST BANK URGES YOU TO NEVER ACCESS ONLINE OR MOBILE BANKING SERVICES USING PUBLIC WI-FI NETWORKS OR OTHERWISE INSECURE INTERNET CONNECTIONS***

**DESCRIPTION.** This Online and Mobile Banking Agreement governs the use of WEST BANK's Online and Mobile Banking Services. Services are available using a computer, through [www.westbankstrong.com](http://www.westbankstrong.com), or with WEST BANK's Mobile Banking application, available for free for either Android or iOS. Using WEST BANK Online and Mobile Banking services, you can:

- Access Notices, Disclosures, Account Statements, alerts and warnings
- Make transaction inquiries
- Transfer funds between your accounts
- Make loan payments to WEST BANK loans
- Pay bills to third parties, electronically or by using check images
- Access account summaries and balance information
- Manage your budget and track your spending

There may be other Online and Mobile Banking services not specifically described above, and WEST BANK reserves the right to add or eliminate services from time to time. Availability of some services may be limited by your access method or device.

**CUSTOMER PRIVACY STATEMENT.** WEST BANK greatly values your trust. Our customer privacy statement serves as a standard for all WEST BANK employees in the collection, use, retention and security of customer information. See WEST BANK's full Privacy Statement on our website, at [https://www.westbankstrong.com/privacy\\_security/privacy](https://www.westbankstrong.com/privacy_security/privacy). In addition, WEST BANK'S Website Security Statement can also be found at [https://www.westbankstrong.com/privacy\\_security/security](https://www.westbankstrong.com/privacy_security/security).

**TERMS AND CONDITIONS.** By enrolling in WEST BANK Online and Mobile Banking, you agree to the following Terms and Conditions.

A. **TECHNICAL REQUIREMENTS.** Your ability to use WEST BANK Online and Mobile Banking Services can best be performed with Microsoft Internet Explorer, Version 8.0 or above; Apple Safari® Version 4.0 or above; Mozilla Firefox Version 24.0 or above; or Google Chrome™ Version 29.0 or above. You agree that WEST BANK is not responsible, and has no liability, for errors, failures, or malfunctions of your computer, software or mobile device. You agree that you bear sole liability for the risk of error, failure, or malfunction of your computer, software or mobile device, including the risk that you do not operate your computer, software or mobile device correctly.

You agree that WEST BANK is not responsible for providing any equipment (including computers or mobile devices) needed to access online or mobile banking services. You also agree that WEST BANK is not responsible for any computer virus or related problems that may in any way be related to the use of WEST BANK Online and Mobile Banking. WEST BANK shall have no liability for any damage or other loss, whether direct, indirect, or consequential, which may be related to your use of WEST BANK Online and Mobile Banking.

B. **DEPOSIT ACCOUNT AGREEMENT.** All WEST BANK Online and Mobile Banking Services are subject to the Terms and Condition set forth in the WEST BANK Deposit Account Agreement, which was provided to you at the time you opened your Checking, Savings or Money Market Account. You can obtain a copy of the WEST BANK Deposit Account Agreement by visiting any branch or online at [www.westbankstrong.com](http://www.westbankstrong.com).

C. **CHANGES TO THIS AGREEMENT.** To the extent permitted by law, WEST BANK may change this Online and Mobile Banking Agreement from time to time. WEST BANK will let you know about changes by giving you notice when required by law, usually in the same manner you receive your account statement (electronically, or by mail). The change(s) will be effective on the date stated in the notice, but if the changes are adverse to you, WEST BANK will give you the notice at least thirty (30) days before the change is effective. If you disagree with the changes, you may terminate your online and mobile banking access. If you continue to use WEST BANK Online and Mobile Banking Services after the effective date of the change, you will have accepted the change(s).

D. **FEES AND CHARGES.** You agree to pay all service fees charged by WEST BANK in connection with your online and mobile banking activity. You authorize us to deduct these fees immediately from your designated account without notice to you. The schedule of fees is subject to change, and is available on request from any WEST BANK branch, or on WEST BANK's website, at [https://www.westbankstrong.com/files/client\\_files/385/583/ServiceFees.pdf](https://www.westbankstrong.com/files/client_files/385/583/ServiceFees.pdf). WEST BANK will not be liable for dishonoring any items because of non-sufficient funds resulting from the proper deduction of fees. See your WEST BANK Deposit Account Agreement for the terms which govern Non-Sufficient Funds, Returned Items and Overdrafts. You will

continue to be responsible for the wireless access fees and/or Internet service fees that may be assessed by your wireless and/or Internet service provider.

E. **AUTHORIZED USE OF ONLINE AND MOBILE BANKING.** If you allow another person to use your user code and password, you agree to be responsible for the transfers, payments, and advances made by that person, even if that person misuses the authority given to them by you. You agree that WEST BANK may comply with transfer and payment instructions entered by any person using your valid log-in credentials, regardless of the restrictions (if any) placed on the account (such as two signatures required, or no withdrawals by a minor). If you are a Business Account administrator, you warrant and represent that you have express authority from the business to enroll the business in WEST BANK Online and Mobile Banking Services and to perform all permissible acts and transactions available through WEST BANK Online and Mobile Banking Services in relation to the business account.

F. **UNAUTHORIZED USE.** You should notify WEST BANK *immediately* if you believe your log-in credentials have become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Call WEST BANK Customer Service at (515) 222-2360, toll-free at 1-855-464-5407, or write to:

WEST BANK  
Attn: Customer Service  
1601 – 22<sup>nd</sup> Street  
West Des Moines, IA 50266

**CONSUMER ACCOUNTS --** If you notify us within two (2) business days after you learn that your user code and password have become known to an unauthorized person, you can lose no more than \$50.00 if your personal codes are used, without your permission, to process a transaction. If you fail to do so, your liability may be as high as \$500.00. In addition, if your account shows transactions you did not authorize, you should tell us immediately. If you do not tell us within sixty (60) days after you receive your statement, you may not get back any of the money lost after the close of the sixty (60) days and before your notice if we can establish that we could have stopped someone from taking the money had you told us on time. If a good reason kept you from telling us, we may extend the time periods.

**BUSINESS ACCOUNTS --** You should review your statement carefully, as soon as it is received. If an someone else has been given authority to conduct transactions on a business account, you or a designee should promptly and regularly review the statements to be sure that there is no abuse of that authority. If you think that unauthorized withdrawals have been made, you should notify WEST BANK at once; if you do not notify WEST BANK, the statement will be considered correct. To the extent permitted by law, you agree that WEST BANK will not be liable for any errors, alterations, forgeries or improper charges unless you provide such notice within thirty (30) days of the statement date. During the thirty (30) day time period, liability for any loss will be allocated between you and WEST BANK, in proportion to responsibility for the loss.

G. **ELECTRONIC MESSAGING, NOTICES AND ALERTS.** You will need to establish and maintain valid log-in credentials (including user name and password) and a valid email address. By providing us with any telephone number used for a mobile device, you consent to receive communications (including voice or text messages or alerts) from WEST BANK. This may incur fees from your cellular provider, for which you are responsible. **YOU SHOULD NOTIFY US AT ONCE OF ANY CHANGE TO YOUR TELEPHONE NUMBER OR EMAIL ADDRESS.** To do so, contact our Customer Service Dept., or stop in at any branch.

You may use WEST BANK Online and Mobile Banking Services to receive “Alerts” related to account activity, such as checking account low-balance (using a threshold selected by you), deposit posting, and/or check-clearing.

Alerts will be sent to the email address (or, if you choose, by text to the phone number) selected by you. You should notify us *at once* of any change to that address or phone number. The status of each activity is updated nightly. You acknowledge that Alerts are not sent on a real-time basis, and that all Alerts are sent *after* the triggering event has occurred. We reserve the right to change the timing and frequency of Alerts, as well as to discontinue Alert service, at any time. You acknowledge that Alerts are not encrypted, and that the content of the Alert(s) may include confidential information. You further acknowledge that an Alert may be delayed or prevented by factors affecting your internet service provider or other third party service providers.

You acknowledge and agree that Alerts are for informational purposes only. You agree that WEST BANK will not be liable for losses or damages which are in any way related to non-delivery, delayed delivery, or mistakes in delivery of any Alert; inaccurate content in an Alert; your reliance, or that of any third party, on the content of any Alert. Alerts are *not* intended to replace your account statements or any other communications we may provide to you regarding your account(s).

You may send *general* inquiries using standard email, but you should be aware that messages sent using regular email are *not* protected by a high level of security. You should *not* use standard email to process or request transactions, and you should *never* send personally identifiable information (such as your SSN, account numbers, or the like) in a regular email. WEST BANK will *never* ask for account information or personally identifiable information in an email it sends to you.

When we use the U.S. mail, we will send items to the address you have provided to us. You agree that we are entitled to rely on that address and to assume that items sent to that address are received by you, until you give us notice that your address

has changed. YOU SHOULD NOTIFY US AT ONCE OF ANY CHANGE TO YOUR POSTAL ADDRESS. To do so, contact our Customer Service Dept., or stop in at any branch. You agree that information we post on our website, or send to you via the U.S. mail will be deemed delivered at the time it is posted online or placed in the U.S. mail, and that information you send to us will be deemed delivered when we receive it.

H. AVAILABILITY OF FUNDS. Sufficient funds must be available in the account from which you transfer funds or authorize a payment, on the date you enter the transaction. You agree that a mandatory processing cut-off time of 6:00 p.m. CT will be used on each business day (Monday through Friday, excluding Bank and Federal Reserve holidays.) If your account does not have sufficient funds to complete a transfer or payment, the transfer or payment may not be honored. Please see your WEST BANK Deposit Account Agreement for the terms which govern Non-Sufficient Funds, Returned Items and Overdrafts.

I. EXCLUSION OF WARRANTIES and LIMITATION OF LIABILITY. To the extent permitted by law, WEST BANK provides Online and Mobile Banking Services without warranty. WEST BANK hereby disclaims all representations or warranties of any kind, express or implied, written or oral, including, but not limited to, any warranty of merchantability, suitability, fitness for a particular purpose, non-infringement, security or any warranty that availability or operation of the services will be uninterrupted or error free. WEST BANK does not warrant the provision of adequate technical support.

WEST BANK ONLINE AND MOBILE BANKING SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WEST BANK CANNOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY ONLINE AND MOBILE BANKING SERVICES, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

You acknowledge and agree that any security or technical guidance or advice provided by WEST BANK, directly or indirectly, relating to your use of Online and Mobile Banking Services or your access to Online and Mobile Banking Services, shall not serve as a warranty of any kind, express or implied, of the security of Online and Mobile Banking Services; or your use of Online and Mobile Banking Services. You acknowledge and agree that you are solely and fully responsible for any losses or damages resulting from use of WEST BANK Online and Mobile Banking Services.

You acknowledge and agree that WEST BANK shall not be liable, to any extent, for losses or damages you incur due to events beyond its control, including, but not limited to, breakdown in equipment, computer or communications facility; accidents; strikes; civil unrest; fire; flood; water damage; failure of third parties; interference by third parties; acts of terrorism; or acts of God.

You further acknowledge and agree that WEST BANK will not be liable for failure to make transfers, deposits or payments if:

- There are insufficient funds in your account at the time the transaction is attempted;
- Online or mobile services were unavailable at the time you attempted the transaction;
- A "hold" has been placed on your account due to reasonable business procedures, or as a result of legal process such as a garnishment, levy or court order;
- Your payee has failed to accurately and promptly post a payment;
- We received incomplete or inaccurate information from you or a third party regarding the transaction;
- You or WEST BANK have terminated your Online and Mobile Banking Agreement or closed the related account(s);
- You fail to properly use Online and Mobile Banking services;
- You are unable, at any time, to access or perform any function of Online and Mobile Banking services, whether or not due to any act or omission by the Bank;
- Any unauthorized person obtains unauthorized information about your accounts; or
- Any hardware, software, or communications failures.

J. TRANSFER AND PAYMENT LIMITATIONS. You acknowledge that there may be limitations on the number of transfers or bill payments that may be made from your savings or money market account(s) during each statement period. Please see your WEST BANK Deposit Account Agreement for the terms which govern such limitations. You agree and acknowledge that WEST BANK also reserves the right to impose dollar-amount limitations on transactions, and/or limits on the number of allowable transactions in any given period.

K. TRANSACTION CORRECTIONS OR CANCELLATIONS. Once a transfer has been entered and confirmed using the Online Banking system, it can be reversed, but not cancelled or corrected. Specific bill payments may be subject to cancellation or correction, depending on the method of payment and the scheduled date of payment.

L. ERRORS AND QUESTIONS. In case of suspected errors or questions about your Online Banking and Mobile Services, call the Customer Service Department at WEST BANK immediately at (515) 222-2360, toll-free at 1-855-464-5407, or write to:

WEST BANK  
Attention: Customer Service  
1601-22nd Street  
West Des Moines, IA 50266

If you think there is an error or if you need more information about a transaction listed in your Transaction History, statement, or receipt, please contact us immediately. We *must* hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared, and you must provide the following:

- Your name and account number;
- A description of the transaction and the nature of the suspected error; and
- The amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) Business Days after your verbal notification, and we may require you to provide it in the form of an affidavit. We will determine whether an error occurred within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we will require more than ten (10) business days, WEST BANK will provisionally re-credit your account (within ten (10) business days) for the amount you think is in error. However, if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally re-credit your account. NOTE: If you are a new customer, and your notice involves electronic funds transfers occurring during the first thirty (30) days after the first deposit is made to your account, the applicable time periods for action are twenty (20) business days and ninety (90) calendar days. If a notice of error involves an electronic funds transfer outside the United States, the time periods are also twenty (20) business days and ninety (90) calendar days.

If we determine that there is no error, we will send you an explanation within thirteen (13) business days after we begin our investigation. On request, we will provide copies of the documents that we used in our investigation. We may revoke any provisional credit provided if we find that an error did not occur.

**NOTE:** “Bill Pay®” (through CheckFree), “Popmoney®” (person-to-person payments), and “A2A®” (bank-to-bank transfers) are services made available to WEST BANK customers through third-party service providers. Please see the respective agreements regarding those services for guidance on resolving errors or disputes involving those services.

M. **LAWS AND REGULATIONS.** The Online and Mobile Banking relationship between you and WEST BANK is controlled by this Agreement. It is also controlled by the laws of the State of Iowa, as well as federal law, the rules of the Federal Reserve Bank, and regulatory agencies. If any of the terms of this Agreement are in conflict with those laws and regulations, the laws or regulations will generally control. In that case, the remaining terms of this Agreement will continue to be in force, and will continue to control the remaining parts of the Online and Mobile Banking relationship.

N. **TERMINATION.** Either you or WEST BANK can terminate your use of Online and Mobile Banking Services, at any time, by written notice. Upon termination, you agree that you will be solely responsible for making arrangements regarding payments to your service providers or creditors. You agree that termination will not affect your liability for fees and charges you incurred prior to termination, or WEST BANK’s ability to collect those fees and charges from your account. You further agree that WEST BANK will not be liable for payments or transfers not canceled, or those made because of improper notice of cancellation by you.

**SERVICES OFFERED ONLINE.** WEST BANK offers distinct Online and Mobile Banking services. You can utilize any or all of these services.

“**Bill Pay®**” is a bill payment service offered through CheckFree Services Corp., a subsidiary of Fiserv Solutions, Inc.

“**Popmoney®**” is a person-to-person payment service, allowing you to send money to anyone by simply using their email address or mobile phone number.

“**A2A®**” A2A is a service that allows you to transfer funds within your WEST BANK Accounts and between your WEST BANK Accounts and your account(s) that are maintained by other financial institutions. - NOTE: A2A bank-to-bank service is not available using WEST BANK Mobile Banking.

“**WEST BANK Mobile Banking**” allows you to conduct your banking (and access Bill Pay or Popmoney) using your mobile device, through the WEST BANK Mobile Banking Application, available for free for either Android or iOS.

Each service has its own terms and conditions, which are set forth in the separate Sub-Agreements that follow. Please read the Sub-Agreements carefully -- they control how the services are provided, and your use of the services. NOTE THAT ALL SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR WEST BANK DEPOSIT ACCOUNT AGREEMENT AND WEST BANK ONLINE AND MOBILE BANKING AGREEMENT.

**DEFINITIONS.** The following terms will be used in some or all of the Sub-Agreements for the services offered.

**Account.** "Account" means a deposit account, such as a checking account, money market account, or savings account. There may be limitations on the number of transfers or bill payments that may be made from your savings or money market account(s) during each statement period.

**Affiliates.** "Affiliates" means companies related by common ownership or control.

**Agreement.** "Agreement" refers to the respective terms and conditions which follow, for each of the services described below.

**Biller.** "Biller" means a person or business which bills you electronically, or to which you direct a payment to be made, using the Bill Pay service.

**Billing Account.** "Billing Account" means the Account from which all fees and charges will be automatically deducted.

**Business Day.** "Business Day" means Monday through Friday, excluding days that WEST BANK and/or the Federal Reserve Banks are closed.

**Due Date.** "Due Date" means the date on which payment is due to a Biller using the Bill Pay Service. It will usually be reflected on the statement you receive from the Biller.

**Payment Account.** "Payment Account" means the Account from which bill payments will be taken, using the Bill Pay Service.

**Payment Instruction.** "Payment Instruction" means the information provided by you for a payment to a "Biller" when using the Bill Payment service, or to a "Receiver" when using the Popmoney service.

**Receiver.** "Receiver" means a person or business that is sent a payment using the Popmoney service.

**Recipient Account.** "Recipient Account" means the Account at another bank or financial institution to which you transfer funds from your WEST BANK account, using the A2A service.

**Scheduled Payment Date.** "Scheduled Payment Date" means the day on which a payment is planned to a Biller using the Bill Pay service. It is also the day on which the Payment Account will be debited. If the Scheduled Payment Date falls on a non-Business Day, the payment (and debit of the Payment Account) will be made on the preceding Business Day.

**Sender.** For the Popmoney service, "Sender" means you or the person or business that sends a payment through the service. For the A2A service, "Sender" means you, or the Transaction Account holder requesting the bank-to-bank transfer.

**Service Provider.** "Service Provider" means the company providing the each of the respective services to WEST BANK customers.

**Site.** "Site" means the banking website through which each respective service is offered.

**Transaction Account.** For the Popmoney service, "Transaction Account" means the Account from which payments and fees will be deducted, and to which deposits will be credited. For the A2A service, "Transaction Account" means the Account from which transfers and fees will be deducted, and to which transfers from other Accounts will be deposited.

**Transfer Instruction.** "Transfer Instruction" means the information provided by you for a transfer of funds from one Account to another, using the A2A service.

THE ABOVE CONSTITUTES AN IMPORTANT PART OF EACH OF THE SUB-AGREEMENTS THAT FOLLOW, AND IS INTENDED TO BE READ IN CONJUNCTION WITH THE TERMS AND CONDITIONS OF THOSE SUB-AGREEMENTS.

## **BILL PAY® ONLINE BILL PAYMENT SERVICE SUB-AGREEMENT®**

**PLEASE NOTE:** ALL SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR WEST BANK DEPOSIT ACCOUNT AGREEMENT AND WEST BANK ONLINE AND MOBILE BANKING AGREEMENT. WHERE THERE IS CONFLICT BETWEEN THE TERMS OF THIS SUB-AGREEMENT AND THE TERMS OF THE WEST BANK ONLINE AND MOBILE BANKING AGREEMENT, THE TERMS OF THE WEST BANK ONLINE AND MOBILE BANKING AGREEMENT WILL CONTROL.

### **TERMS AND CONDITIONS.**

A. **DESCRIPTION.** "Bill Pay" is an automated bill payment service offered through CheckFree Services Corp., a subsidiary of Fiserv Solutions, Inc. Through Bill Pay (the "Service"), you can make one-time or pre-authorized recurring payments to designated recipients in the United States. By enrolling in and using this service, you consent to the following terms and conditions.

B. **PAYMENT SCHEDULING.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

C. **THE SERVICE GUARANTEE.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your

account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Sub-Agreement.

D. **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances; and/or
- The transaction will cause you to exceed limitations on the number of transfers or bill payments that may be made from your savings or money market account(s) during each statement period.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

E. **PAYMENT METHODS.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment, or a laser draft payment. (Funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

F. **PAYMENT CANCELLATION REQUESTS.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

G. **STOP PAYMENT REQUESTS.** Our ability to process a stop payment request will depend on the payment method and whether a payment has cleared. Payments made electronically might not be stopped once they begin processing. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the schedule of fees (see Paragraph P).

H. **PROHIBITED PAYMENTS.** Payments to Billers outside of the United States or its territories are prohibited through the Service.

I. **EXCEPTION PAYMENTS.** Tax payments and court ordered payments may be scheduled through the Service. However, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

J. **BILL DELIVERY AND PRESENTMENT.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Sub-Agreement does not alter your liability or obligations that currently exist between you and your Billers.

K. **EXCLUSIONS OF WARRANTIES.** BILL PAY SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WEST BANK CANNOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY ONLINE AND MOBILE BANKING SERVICES, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

L. **PASSWORD AND SECURITY.** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-866-409-5440 during Customer Service hours.

M. **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** You should notify WEST BANK *immediately* if you believe your user code or password have become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Call WEST BANK Customer Service at (515) 222-2360, toll-free at 1-855-464-5407, or write to:

WEST BANK  
Attn: Customer Service  
1601 – 22<sup>nd</sup> Street  
West Des Moines, IA 50266

CONSUMER ACCOUNTS -- If you notify us within two (2) business days after you learn that your user code and password have become known to an unauthorized person, you can lose no more than \$50.00 if your personal codes are used, without your permission, to process a transaction. If you fail to do so, your liability may be as high as \$500.00. In addition, if your account shows transactions you did not authorize, you should tell us immediately. If you do not tell us within sixty (60) days after you receive your statement, you may not get back any of the money lost after the close of the sixty (60) days and before your notice if we can prove that we could have stopped someone from taking the money had you told us on time. If a good reason kept you from telling us, we may extend the time periods.

BUSINESS ACCOUNTS -- You should review your statement carefully, as soon as it is received. If an employee of a business has been given authority to conduct transactions on a business account, the business owner or a designee should promptly and regularly review the statements to be sure that there is no abuse of that authority. If you think that unauthorized withdrawals or transactions have been made, you should notify WEST BANK at once; if you do not notify WEST BANK, the statement will be considered correct. To the extent permitted by law, you agree that WEST BANK will not be liable for any unauthorized transactions unless you provide such notice within thirty (30) days of the statement date. During the thirty (30) day time period, liability for any loss will be allocated between you and WEST BANK, in proportion to responsibility for the loss.

N. ERRORS AND QUESTIONS. In case of suspected errors or questions about your transactions, contact us at once, using the following methods:

- Telephone us at 1-855-464-5407 during Customer Service hours;
- Contact us by using the application's e-messaging feature; and/or,
- Write us at:

WEST BANK  
Attn: Customer Service  
1601 - 22nd Street  
West Des Moines, IA 50266

If you think there is an error or if you need more information about a transaction listed in your Transaction History, statement, or receipt, please contact us immediately. We *must* hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared. You must:

- Tell us your name and Service account number;
- 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
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) Business Days after your verbal notification, and we may require you to provide it in the form of an affidavit. We will determine whether an error occurred within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we will require more than ten (10) business days, WEST BANK will provisionally re-credit your account (within ten (10) business days) for the amount you think is in error. However, if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally re-credit your account. NOTE: If you are a new customer, and your notice involves electronic funds transfers occurring during the first thirty (30) days after the first deposit is made to your account, the applicable time periods for action are twenty (20) business days and ninety (90) calendar days. If a notice of error involves an electronic funds transfer outside the United States, the time periods are also twenty (20) business days and ninety (90) calendar days.

If we determine that there is no error, we will send you an explanation within thirteen (13) business days after we begin our investigation. On request, we will provide copies of the documents that we used in our investigation. We may revoke any provisional credit provided if we find that an error did not occur.

O. YOUR PRIVACY. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. See WEST BANK's full Privacy Statement on our website, at [https://www.westbankstrong.com/privacy\\_security/privacy](https://www.westbankstrong.com/privacy_security/privacy).



P. **SERVICE FEES AND ADDITIONAL CHARGES.** Any applicable fees may be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. The schedule of fees is subject to change, and is available on request from any WEST BANK branch, or on WEST BANK's website, at [https://www.westbankstrong.com/files/client\\_files/385/583/ServiceFees.pdf](https://www.westbankstrong.com/files/client_files/385/583/ServiceFees.pdf). You continue to be responsible for any and all wireless access fees and/or Internet service fees that may be assessed by your wireless and/or Internet service provider.

Q. **FAILED OR RETURNED TRANSACTIONS.** In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and
- The Service is authorized to report the facts concerning the return to any credit reporting agency.

R. **ALTERATIONS AND AMENDMENTS.** This Sub-Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide advance notice to you as provided in the WEST BANK Online and Mobile Banking Agreement, usually in the same manner you receive your account statement (electronically, or by mail). Any use of the Service after the effective date of the amendment will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Sub-Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

S. **ADDRESS OR BANKING CHANGES.** 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, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

T. **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION.** In the event you wish to cancel the Service, please contact Customer Service via one of the following:

- Telephone us at 1-855-464-5407 during Customer Service hours; or,
- Write us at:

WEST BANK  
Attn: Customer Service  
1601 - 22nd Street  
West Des Moines, IA 50266

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Sub-Agreement.

U. **BILLER LIMITATION.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Sub-Agreement.

V. **RETURNED PAYMENTS.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

W. INFORMATION AUTHORIZATION. Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification). You agree that WEST BANK or its Service Providers may disclose any information as necessary to comply with any legal regulatory or governmental request, to resolve issues of liability or indemnification, or to defend the Service.

X. DISPUTES. In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Sub-Agreement and related agreements. You agree that this Sub-Agreement, along with related agreements, is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Sub-Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Sub-Agreement, the terms of this Sub-Agreement will prevail. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third party beneficiary arising under or relating to this Sub-Agreement or any related agreements. Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Sub-Agreement or any related agreements as a class action.

Y. ASSIGNMENT. You may not assign this Sub-Agreement to any other party. The Service may assign this Sub-Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Sub-Agreement to independent contractors or other third parties.

Z. NO WAIVER. The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

AA. 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 Sub-Agreement.

BB. GOVERNING LAW. This Sub-Agreement, when read in conjunction with related Agreements, shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws provisions. To the extent that the terms of this Sub-Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Sub-Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## **Popmoney® PERSON-TO-PERSON PAYMENTS SERVICE SUB-AGREEMENT©**

**PLEASE NOTE:** ALL SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR WEST BANK DEPOSIT ACCOUNT AGREEMENT AND WEST BANK ONLINE AND MOBILE BANKING AGREEMENT. WHERE THERE IS CONFLICT BETWEEN THE TERMS OF THIS SUB-AGREEMENT AND THE TERMS OF THE WEST BANK ONLINE AND MOBILE BANKING AGREEMENT, THE TERMS OF THE WEST BANK ONLINE AND MOBILE BANKING AGREEMENT WILL CONTROL.

### **TERMS AND CONDITIONS.**

1. **Description.** "Popmoney" is a person-to-person payment service, allowing you to send money to anyone by simply using their email address or mobile phone number. By enrolling in and using this service, you consent to the following terms and conditions. This terms and conditions document (hereinafter "Sub-Agreement") is a contract between WEST BANK (hereinafter "we" or "us") and you (hereinafter "you") in connection with the Popmoney Personal Payments Service (the "Service") offered through our online banking site (the "Site"). This Sub-Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Sub-Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Sub-Agreement, and that

the Service Providers will be third party beneficiaries of this Sub-Agreement and will be entitled to all the rights and protections that this Sub-Agreement provides to us.

3. **Amendments.** We may amend this Sub-Agreement and any applicable fees and charges for the Service from time to time. We will provide you advance notice of such changes as provided in the WEST BANK Online and Mobile Banking Agreement, usually in the same manner you receive your account statement (electronically, or by mail), and by posting a revised version on the Site. Any use of the Service after the effective date of amendment will constitute your agreement to such changes. Further, we may, from time to time, revise or update the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Sub-Agreement as to all such prior versions of the Service, and/or related applications and material and limit access to only the Service's more recent revisions and updates.

4. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).

5. **Assignment.** You may not transfer or assign any rights or obligations you have under this Sub-Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Sub-Agreement or any right or obligation under this Sub-Agreement at any time to any party.

6. **Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

WEST BANK, Attn: Customer Service  
1601 - 22nd Street  
West Des Moines, IA 50266

We may also be reached at 1-855-464-5407 for questions and other purposes concerning the Service.

7. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text messages to any cellphone number that you have provided us, including but not limited to the cellphone number that you have listed in your Service Setup. For example, users of the Service may receive certain notices (such as notices of payment, alerts for validation and receipt of transfers) as text messages on their cellphones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be effective when it is deposited in the U.S. Mail, postage prepaid. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 6 above. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications.

8. **Calls to You.** By providing us with a telephone number (including one for a mobile device), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

9. **Receipts and Transaction History.** In addition to receiving periodic statements in the format you have chosen, you may view at least six months of your transaction history by logging into your account and looking at your account transaction history.

10. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. See WEST BANK's full Privacy Statement on our website, at [https://www.westbankstrong.com/privacy\\_security/privacy](https://www.westbankstrong.com/privacy_security/privacy).

11. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Sub-Agreement.

13. **Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- Payments to or from persons or entities located outside of the United States and its territories; and
- Payments that violate any law, statute, ordinance or regulation; and
- Payments that violate the Acceptable Use terms in section 14 below; and
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; (13) goods or services that use the Site for commercial purposes of any kind other than to facilitate a transaction on Popmoney; (14) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and

- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) are by payment processors to collect payments on behalf of merchants, (5) constitute money-laundering or terrorist financing; (6) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or stored value, or (7) provide credit repair or debt settlement services; and
- Involve airlines and scheduled or non-scheduled charters/jets/air taxi operators; collecting donations as a charity or non-profit organization; dealing in jewels, precious metals and stones; acting as a money transmitter or selling stored value cards; selling stocks, bonds, securities, options, futures (forex) or an investment interest in any entity or property; or providing escrow services; offering online dating services; providing file sharing services or access to newsgroups; or selling alcoholic beverages; and
- Tax payments and court ordered payments.

In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be the sole responsibility of the Sender and not ours. We encourage you to provide notice to us by the methods described in section 6 above of any violations of this section or the Terms of Use generally.

14. **Acceptable Use.** You warrant and agree that you will comply with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that violate any law, statute, ordinance or regulation including but not limited to: (a) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (b) violation of any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (c) imposition of an unreasonable or disproportionately large load on our infrastructure; (d) facilitation of any viruses, Trojan horses, spam, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (e) use of any robot, spider, other automatic device, or manual process to monitor or copy the Software, Service or the portion of the Site through which the Service is offered; (f) use of any device, software or routine to bypass technology protecting the Site, Software or Service, or interfere or attempt to interfere, with the Site or the Service; or (g) causing the Service or Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to notify us of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Sub-Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.

15. **Payment Authorization and Payment Remittance.**

a. By providing us with names and/or telephone numbers and/or email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. You are responsible for all payments you authorize, and if you permit someone else to use your Transaction Account authority, you are responsible for all payments they authorize.

b. When we receive a Payment Instruction from you, you authorize us to debit your sending Transaction Account and remit funds on your behalf. You also authorize us to credit your receiving Transaction Account for payments returned to us from Receivers to whom you sent payment(s). Your Transaction Account will be debited on the Business Day that you initiate the transaction. If you initiate a transaction on a non-Business Day, your Transaction Account will be debited on the succeeding Business Day. Funds will be available to a Receiver within three (3) Business Days from the date the transaction was initiated. Deposits into a Receiver's account may be further delayed if the Receiver has not provided Popmoney with required information.

c. You acknowledge and agree that if another Sender wants to make a payment to you using Popmoney, there may be a delay before you are notified of the pending transaction, and the deposit of funds into your Transaction Account. You may be required to take additional steps to facilitate the transaction. You authorize your Sender and the financial institution which holds the Sender's Transaction Account (or Popmoney) to send you email or text messages in connection with the payment.

d. Receivers of payments who are not already registered for the Service will be invited to register. Once registered, you as a Receiver authorize us to credit your Transaction Account for payments remitted to you on behalf of a Sender without further approval from you. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you. If you do not register, then funds will not be transferred to you from the Sender's Transaction Account, and the payment transaction will be cancelled.

e. We will use reasonable efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transaction;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The payment is refused as described in section 17 below;
- You, as a Sender, have not provided us with the correct information, including but not limited to the correct Transaction Account information, or the correct name and address or phone number of the Receiver to whom you are sending a payment;
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances; and/or
- The transaction will cause you to exceed limitations on the number of transfers or bill payments that may be made from your savings or money market account(s) during each statement period.

f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including, but not limited to, the name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment), and for informing us as soon as possible if they become aware that this information is inaccurate. Neither the Sender nor Receiver may use a P.O. Box as a postal address. You will be responsible for any transaction processed on your payment instruction, even if you make an error. You acknowledge and agree that if your Payment Instruction identifies an account by name and account number, the transaction may be executed by reference to the account number only, even if the account number does not correspond to the account name you provide. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver. WEST BANK cannot assure the identity of any non-WEST BANK user of Popmoney services, including any Receivers to whom you send payments. You agree that WEST BANK has no responsibility to investigate discrepancies between non-WEST BANK Receiver account names and account numbers.

16. **Payment Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can send or receive through our Service. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic payment or an electronic to check payment.

17. **Payment Cancellation Requests and Refused Payments.** A Sender may cancel a payment at any time until it begins processing (as shown in the application). Payments not claimed will be automatically cancelled twelve (12) days after the payment is generated. When a Sender sends money, the Receiver is not required to accept it. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a payment made through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after sixty (60) days that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

18. **Stop Payment Requests.** Our ability to process a stop payment request will depend on the payment method and whether a payment has cleared. Payments made electronically might not be stopped once they begin processing. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you as a Sender desire to stop any payment that has already been processed, you must contact Customer Service. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the schedule of fees (see Section 21).

19. **Your Liability For Unauthorized Transfers.** You should notify WEST BANK *immediately* if you believe your user code or password have become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Call WEST BANK Customer Service at (515) 222-2360, toll-free at 1-855-464-5407, or write to:

WEST BANK  
Attn: Customer Service  
1601 – 22<sup>nd</sup> Street  
West Des Moines, IA 50266

CONSUMER ACCOUNTS -- If you notify us within two (2) business days after you learn that your user code and password have become known to an unauthorized person, you can lose no more than \$50.00 if your personal codes are used, without your permission, to process a transaction. If you fail to do so, your liability may be as high as \$500.00. In addition, if your account shows transactions you did not authorize, you should tell us immediately. If you do not tell us within sixty (60) days after you receive your statement, you may not get back any of the money lost after the close of the sixty (60) days and before your notice if we can prove that we could have stopped someone from taking the money had you told us on time. If a good reason kept you from telling us, we may extend the time periods.

**BUSINESS ACCOUNTS** -- You should review your statement carefully, as soon as it is received. If an employee of a business has been given authority to conduct transactions on a business account, the business owner or a designee should promptly and regularly review the statements to be sure that there is no abuse of that authority. If you think that unauthorized withdrawals or transactions have been made, you should notify WEST BANK at once; if you do not notify WEST BANK, the statement will be considered correct. To the extent permitted by law, you agree that WEST BANK will not be liable for any unauthorized transactions unless you provide such notice within thirty (30) days of the statement date. During the thirty (30) day time period, liability for any loss will be allocated between you and WEST BANK, in proportion to responsibility for the loss.

20. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

21. **Service Fees and Additional Charges.** Applicable fees will be disclosed on the schedule of fees. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Transaction Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. The schedule of fees is subject to change, and is available on request from any WEST BANK branch, or on WEST BANK's website, at [https://www.westbankstrong.com/files/client\\_files/385/583/ServiceFees.pdf](https://www.westbankstrong.com/files/client_files/385/583/ServiceFees.pdf). You continue to be responsible for any and all wireless access fees and/or Internet service fees that may be assessed by your wireless and/or Internet service provider.

22. **Failed Or Returned Transactions.** In using the Service, you are requesting us to make payments for you from your Transaction Account. If we are unable to complete the transaction for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

- You will reimburse us immediately upon demand the transaction amount that has been returned to us;
- You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in the schedule of fees (see above). You hereby authorize us to deduct these amounts from your designated Transaction Account by automatic debit;
- You will reimburse us for any fees or costs we incur in attempting to collect the amount of the return from you;

and

- We are authorized to report the facts concerning the return to any credit reporting agency.

23. **Address or Banking Changes.** 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, address, phone numbers and email addresses. Changes can be made either within the application or by contacting customer care for the Service. Any changes in your Transaction Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Transaction Account or contact information.

24. **Refused Payments.** We reserve the right to refuse to pay any Receiver. We will notify the Sender promptly if it decides to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Sub-Agreement.

25. **Returned Payments.** In using the Service, you understand that Receivers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, forwarding address expired; account number is not valid. We will use reasonable efforts to research and correct the returned payment and return it to the Receiver to whom you intended to make a payment, or void the payment and credit your Transaction Account. You may receive notification from us.

26. **Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. You agree that WEST BANK or its Service Providers may disclose any information as necessary to comply with any legal regulatory or governmental request, to resolve issues of liability or indemnification, or to defend the Service.

27. **Service Termination, Cancellation, or Suspension.** In the event you wish to cancel the Service, you may telephone us at 1-855-464-5407 during customer care hours; and/or write us at:

WEST BANK, Attn: Customer Service  
1601 - 22nd Street  
West Des Moines, IA 50266

Any payment(s) we have already processed before the requested cancellation date will be completed by us. We may terminate or suspend your use of the Service at any time. Neither termination nor suspension shall affect your liability or obligations under this Sub-Agreement. WEST BANK may suspend your access to Popmoney services at any time, and for any reason.

28. **Errors and Questions.**

a. In case of suspected errors or questions about your transactions, contact us at once, using the following methods: telephone us at 1-855-464-5407 during customer care hours; and/or write us at:

WEST BANK, Attn: Customer Service  
1601 - 22nd Street  
West Des Moines, IA 50266

b. If you think there is an error or if you need more information about a transaction listed in your Transaction History, statement, or receipt, please contact us immediately. We *must* hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared. You must:

- Tell us your name;
- 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,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) Business Days after your verbal notification, and we may require you to provide it in the form of an affidavit. We will determine whether an error occurred within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we will require more than ten (10) business days, WEST BANK will provisionally re-credit your account (within ten (10) business days) for the amount you think is in error. However, if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally re-credit your account. NOTE: If you are a new customer, and your notice involves electronic funds transfers occurring during the first thirty (30) days after the first deposit is made to your account, the applicable time periods for action are twenty (20) business days and ninety (90) calendar days. If a notice of error involves an electronic funds transfer outside the United States, the time periods are also twenty (20) business days and ninety (90) calendar days.

If we determine that there is no error, we will send you an explanation within thirteen (13) business days after we begin our investigation. On request, we will provide copies of the documents that we used in our investigation. We may revoke any provisional credit provided if we find that an error did not occur.

29. **Intellectual Property.** "Popmoney" is a trademark of Fiserv, Inc. All other marks and logos related to the Service, are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

30. **Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

31. **Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in section 6 above. See also section 19 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

32. **Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in this Sub-Agreement or have otherwise breached your obligations under this Sub-Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Sub-Agreement, access to the Site, and/or use of the Service for any reason and at any time, with no notice to you.

33. **Disputes.** In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Sub-Agreement and related agreements. You agree that this Sub-Agreement, along with related agreements, is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal or prior

agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Sub-Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Sub-Agreement, the terms of this Sub-Agreement will prevail.

34. **Waiver of Jury Trial.** Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third party beneficiary arising under or relating to this Sub-Agreement.

35. **Waiver of Class Action Claims.** Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Sub-Agreement as a class action.

36. **Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and the judgment there may be entered in any court of competent jurisdiction. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration.

37. **Law and Forum for Disputes.** This Sub-Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws provisions. To the extent that the terms of this Sub-Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Sub-Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated under section 36 above) must be resolved by a court located in Polk County, Iowa. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Sub-Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Sub-Agreement.

38. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Sub-Agreement and/or your use of the Site or the Service.

39. **Release.** If you have a dispute with one or more other users of the Site or the Service, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

40. **No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

41. **Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

42. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2)



YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS).

43. **Complete Agreement, Severability, Captions, and Survival.** This Sub-Agreement, when read in conjunction with related Agreements, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this Sub-Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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 Sub-Agreement. Sections 2, 5-8, 11, 21, 23, 30 and 33-43, as well as any other terms which by their nature should survive, will survive the termination of this Sub-Agreement.

## **A2A<sup>SM</sup> ACCOUNT-TO-ACCOUNT TRANSFER SERVICE SUB-AGREEMENT©**

**PLEASE NOTE:** ALL SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR WEST BANK DEPOSIT ACCOUNT AGREEMENT AND WEST BANK ONLINE AND MOBILE BANKING AGREEMENT. WHERE THERE IS CONFLICT BETWEEN THE TERMS OF THIS SUB-AGREEMENT AND THE TERMS OF THE WEST BANK ONLINE AND MOBILE BANKING AGREEMENT, THE TERMS OF THE WEST BANK ONLINE AND MOBILE BANKING AGREEMENT WILL CONTROL.

### **TERMS AND CONDITIONS.**

1. **Description.** A2A is a service that allows you to transfer funds within your WEST BANK Accounts and between your WEST BANK Accounts and your account(s) that are maintained by other financial institutions. By enrolling in and using this service, you consent to the following terms and conditions. This terms and conditions document (hereinafter "Sub-Agreement ") is a contract between WEST BANK (hereinafter "we" or "us") and you (hereinafter "you") in connection with the A2A Transfer Service (the "Service") offered through our online banking site (the "Site"). This Sub-Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. By accessing the Service, you acknowledge that you have read and agree to this Sub-Agreement. Please read this Sub-Agreement carefully. This Sub-Agreement outlines the legally binding terms and conditions for your use of the Service.

2. **Service Providers.** We are offering you the Service through one or more "Service Providers" that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Sub-Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Sub-Agreement and will be entitled to all the rights and protections that this Sub-Agreement provides to us. "Service Provider" and certain other terms are defined in a "Definitions" section at the end of this Sub-Agreement.

3. **Amendments.** We may amend this Sub-Agreement and any applicable fees and charges for the Service from time to time. We will provide you advance notice of such changes as provided in the WEST BANK Online and Mobile Banking Agreement, usually in the same manner you receive your account statement (electronically, or by mail), and by posting a revised version on the Site. Any use of the Service after the effective date of amendment will constitute your agreement to such changes. Further, we may, from time to time, revise or update the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Sub-Agreement as to all such prior versions of the Service, and/or related applications and material and limit access to only the Service's more recent revisions and updates. We also reserve the right to terminate the Service in its entirety.

4. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service.

5. **Assignment.** You may not transfer or assign any rights or obligations you have under this Sub-Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Sub-Agreement or any right or obligation under this Sub-Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Sub-Agreement to independent contractors or other third parties.

6. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, or by mailing it to any postal address that you have provided us. For example, users of the Service may receive certain notices (such as notice and receipt of transfers) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be effective when it is deposited in the U.S. Mail, postage prepaid. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 27 below. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications.

7. **Calls to You.** By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes. For example, we or our Service Provider may contact you in connection with validating or processing a transaction that you've requested through the Service.

8. **Receipts and Transaction History.** In addition to receiving periodic statements in the format you have chosen, you may view at least six months of your transaction history with the applicable Service Provider by logging into your account and looking at your account transaction history.

9. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. See WEST BANK's full Privacy Statement on our website at [https://www.westbankstrong.com/privacy\\_security/privacy](https://www.westbankstrong.com/privacy_security/privacy).

10. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors.

11. **Acceptable Use.** You may use the Service to transfer funds as described in section 12 below. You warrant and agree that you will comply with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that violate any law, statute, ordinance or regulation including but not limited to: (a) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (b) violation of any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (c) imposition of an unreasonable or disproportionately large load on our infrastructure; (d) facilitation of any viruses, Trojan horses, spam, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (e) use of any robot, spider, other automatic device, or manual process to monitor or copy the Software, Service or the portion of the Site through which the Service is offered; (f) use of any device, software or routine to bypass technology protecting the Site, Software or Service, or interfere or attempt to interfere, with the Site or the Service; or (g) causing the Service or Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to notify us of any violations of this section or this Sub-Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Sub-Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.

12. **Transfer Authorization and Processing.** You represent and warrant that you are the sole owner (and not a joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in Section 18 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds. It is your responsibility to ensure the accuracy of any transfer information you provide. You will be responsible for any transaction processed on your instruction, even if you make an error. You are responsible for all transfers you authorize, and if you permit someone else to use your Transaction Account authority, you are responsible for all transfers they authorize. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused as described in section 14 below;
- You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information;
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you; and/or
- The transaction will cause you to exceed limitations on the number of transfers or bill payments that may be made from your savings or money market account(s) during each statement period.

13. **Transfer Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

14. **Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

15. **Stop Transfer Requests.** If you as a Sender desire to stop any transfer ("Stop Payment") that has already been processed, you must contact customer care for the Service pursuant to section 27. Our ability to process a Stop Payment request will depend on the payment method and whether a transfer has cleared. Transfers made electronically might not be stopped once they begin processing. If you as a Sender desire to stop any payment that has already been processed, you must contact Customer Service. We may also require you to present your request in writing within fourteen (14) days. The charge for each Stop Payment request will be the current charge for such service as set out in the schedule of fees (see Section 18).

16. **Your Liability For Unauthorized Transfers.** You should notify WEST BANK *immediately* if you believe your log-in credentials have become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Call WEST BANK Customer Service at (515) 222-2360, toll-free at 1-855-464-5407, or write to:

WEST BANK  
Attn: Customer Service  
1601 – 22<sup>nd</sup> Street  
West Des Moines, IA 50266

CONSUMER ACCOUNTS -- If you notify us within two (2) business days after you learn that your log-in credentials have become known to an unauthorized person, you can lose no more than \$50.00 if your personal codes are used, without your permission, to process a transaction. If you fail to do so, your liability may be as high as \$500.00. In addition, if your account shows transactions you did not authorize, you should tell us immediately. If you do not tell us within sixty (60) days after you receive your statement, you may not get back any of the money lost after the close of the sixty (60) days and before your notice if we can prove that we could have stopped someone from taking the money had you told us on time. If a good reason kept you from telling us, we may extend the time periods.

BUSINESS ACCOUNTS -- You should review your statement carefully, as soon as it is received. If an employee of a business has been given authority to conduct transactions on a business account, the business owner or a designee should promptly and regularly review the statements to be sure that there is no abuse of that authority. If you think that unauthorized withdrawals or transactions have been made, you should notify WEST BANK at once; if you do not notify WEST BANK, the statement will be considered correct. To the extent permitted by law, you agree that WEST BANK will not be liable for any unauthorized transactions unless you provide such notice within thirty (30) days of the statement date. During the thirty (30) day time period, liability for any loss will be allocated between you and WEST BANK, in proportion to responsibility for the loss.

17. **Taxes.** It is your responsibility to determine what, if any, taxes apply to transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

18. **Service Fees and Additional Charges.** Applicable fees will be disclosed on the schedule of fees. The schedule of fees is subject to change, and is available on request from any WEST BANK branch, or on WEST BANK's website, at [https://www.westbankstrong.com/files/client\\_files/385/583/ServiceFees.pdf](https://www.westbankstrong.com/files/client_files/385/583/ServiceFees.pdf). You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. If we hold both the Transaction Account and the Recipient Account, then you authorize us to deduct such amounts and charges from the Transaction Account. Any fees associated with your standard deposit accounts will continue to apply. You continue to be responsible for any and all wireless access fees and/or Internet service fees that may be assessed by your wireless and/or Internet service provider.

19. **Failed Or Returned Transfers.** In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in the schedule of fees (see above). You hereby authorize us to deduct these amounts from your designated Transaction Account by automatic debit; (c) You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (d) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

20. **Address or Banking Changes.** 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, address, phone numbers and email addresses. Changes can be made either within the application or by contacting customer care for the Service. Any changes in your Transaction Account or Recipient Account should also be made in accordance with the procedures outlined within the Service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, Recipient Account, or contact information.

21. **Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Sub-Agreement.

22. **Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, an invalid Recipient Account number. We will use reasonable efforts to research and correct the

transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

23. **Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. You agree that WEST BANK or its Service Providers may disclose any information as necessary to comply with any legal regulatory or governmental request, to resolve issues of liability or indemnification, or to defend the Service.

24. **Service Cancellation by You.** In the event you wish to cancel the Service, you may telephone us at 1-855-464-5407 during customer care hours; and/or write us at

WEST BANK, Attn: Customer Service  
1601 - 22nd Street  
West Des Moines, IA 50266

Any transfer(s) we have already processed before the requested cancellation date will be completed.

25. **Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in this Sub-Agreement or have otherwise breached your obligations under this Sub-Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Sub-Agreement, access to the Site, and/or use of the Service for any reason and at any time with no notice to you. Neither termination nor suspension shall affect your liability or obligations under this Sub-Agreement.

26. **Disputes.** In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Sub-Agreement and related agreements. You agree that this Sub-Agreement, along with related agreements, is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Sub-Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Sub-Agreement, the terms of this Sub-Agreement will prevail.

27. **Errors and Questions.** In case of suspected errors or questions about your transactions, or concerning the Service, contact us at once, using the following methods: telephone us at 1-855-464-5407 during customer care hours, and/or write us at:

WEST BANK, Attn: Customer Service  
1601 - 22nd Street  
West Des Moines, IA 50266

(b) If you think there is an error or if you need more information about a transaction listed in your Transaction History, statement, or receipt, please contact us immediately. We *must* hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared. You must:

- Tell us your name;
- 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,
- Tell us the dollar amount of the suspected error.

(c) If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) Business Days after your verbal notification, and we may require you to provide it in the form of an affidavit. We will determine whether an error occurred within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we will require more than ten (10) business days, WEST BANK will provisionally re-credit your account (within ten (10) business days) for the amount you think is in error. However, if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days; we may not provisionally re-credit your account. NOTE: If you are a new customer, and your notice involves electronic funds transfers occurring during the first thirty (30) days after the first deposit is made to your account, the applicable time periods for action are twenty (20) business days and ninety (90) calendar days. If a notice of error involves an electronic funds transfer outside the United States, the time periods are also twenty (20) business days and ninety (90) calendar days.

If we determine that there is no error, we will send you an explanation within thirteen (13) business days after we begin our investigation. On request, we will provide copies of the documents that we used in our investigation. We may revoke any provisional credit provided if we find that an error did not occur.

28. **Waiver of Jury Trial.** Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third party beneficiary arising under or relating to this Sub-Agreement.

29. **Waiver of Class Action Claims.** Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Sub-Agreement as a class action.

30. **Arbitration.** Both parties agree to resolve any dispute or claim between the parties or any of their respective Affiliates or any Service Provider or other intended third party beneficiary arising under or relating to this Sub-Agreement through binding arbitration. The arbitration award shall be final and binding and judgment thereon may be entered by any court

of competent jurisdiction. The only exceptions to this arbitration agreement are as follows: a. We and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Sub-Agreement be subject to arbitration on a classwide or collective basis. Only the disputes or claims of individual parties may be arbitrated; and b. We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional limit of the small claims court, whichever is less; and the small claims court must otherwise have jurisdiction of the claim and the parties.

31. **Arbitration Procedure.** You or we may commence arbitration, at the claiming party's election, administered either by JAMS (formerly known as "Judicial Arbitration and Mediation Services"), or the American Arbitration Association ("AAA"). The arbitration shall take place before a single arbitrator, selected pursuant to the selection procedures in the applicable commercial or consumer arbitration rules of the administrator (JAMS or AAA). The JAMS or AAA rules, shall apply subject only to the following exceptions and modifications. a. You may, if you wish, commence arbitration pursuant either to (i) the AAA Consumer Arbitration Procedures, or (ii) the JAMS "minimum standards" for consumer arbitration. In all such consumer arbitrations we will pay the balance of the applicable arbitration administrative fee to the extent required by the JAMS or AAA procedures or standards you have chosen. b. You or we (whoever is the party commencing the arbitration) may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the claiming party selects non-appearance-based arbitration, the parties agree that the following rules shall apply: (i) the arbitration may be conducted telephonically, and/or online, or be based solely on written submissions, at the election of the party commencing the arbitration; (ii) the arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) discovery shall not be permitted. c. When we or you (whoever is the party commencing arbitration) do not select non-appearance-based procedures, the parties agree that there shall be no discovery except whatever discovery the arbitrator determines is necessary for fair resolution of the claim or dispute. d. Neither we nor you shall seek any award of attorney's fees, including an award of fees from any Service Provider or other intended third party beneficiary of this Sub-Agreement, in any arbitration claim arising under or relating to this Sub-Agreement, except that the arbitrator may award attorney's fees when (and only to the extent that) the applicable law requires an award of attorney's fees to the prevailing party.

32. **Issues to Be Decided By Arbitrator.** The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Sub-Agreement including, but not limited to any claim that all or any part of this Sub-Agreement is void or voidable.

33. **Law and Forum for Disputes.** This Sub-Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws provisions. To the extent that the terms of this Sub-Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Sub-Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated under section 31 above) must be resolved by a court located in Polk County, Iowa. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Sub-Agreement.

34. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Sub-Agreement and/or your use of the Site or the Service.

35. **Release.** If you have a dispute with one or more other users of the Site or the Service, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

36. **No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

37. **Intellectual Property.** All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

38. **Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in

any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

39. **Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials, whether intentionally or inadvertently. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in section 27 above. See also section 16 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

40. **Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

41. **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 30, 31 AND 32 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND THIS SUB-AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

42. **Complete Agreement, Severability, Captions, and Survival.** This Sub-Agreement, when read in conjunction with related Agreements, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this Sub-Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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 Sub-Agreement. Sections 6, 7, 26, 28-37, and 40-42, as well as any other terms which by their nature should survive, will survive the termination of this Sub-Agreement.

## **WEST BANK MOBILE BANKING END USER SUB-AGREEMENT©**

**PLEASE NOTE:** ALL SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR WEST BANK DEPOSIT ACCOUNT AGREEMENT, WEST BANK ONLINE AND MOBILE BANKING AGREEMENT, AND THE RESPECTIVE SUB-AGREEMENTS WHICH RELATE TO THE PRECEDING ONLINE BANKING SERVICES.

**WEST BANK URGES YOU TO NEVER ACCESS MOBILE BANKING SERVICES USING PUBLIC WI-FI NETWORKS OR OTHERWISE INSECURE WIRELESS CONNECTIONS**

### **TERMS AND CONDITIONS.**

1. **Description.** WEST BANK Mobile Banking (the "Service") is a service that allows you to use your mobile device to access your WEST BANK account information, establish alerts for your accounts, and access WEST BANK Online Banking services (such as Bill Pay, and Popmoney). To access WEST BANK Mobile Banking, download the WEST BANK Mobile Banking Application, available for either iOS or Android. By downloading the app, and using this service, you consent to the following terms and conditions. Enrollment also requires you to have an existing WEST BANK account and to be enrolled in WEST BANK Online Banking services. To access WEST BANK Mobile Banking services and functions, your mobile device must be Internet enabled and connected to the Internet through your wireless and/or Internet service provider. Mobile devices include portable computing devices such as a smartphone or tablet computer. It does not refer to a personal computer. Please read this Sub-Agreement carefully. This Sub-Agreement outlines the legally binding terms and conditions for your use of the Service, and includes End User Terms Regarding the Licensor ("Licensor") of the downloaded software (the "Software" or "Application").

2. **Service Providers.** WEST BANK Mobile Banking is offered with services provided by Fiserv, Inc. and its affiliates. These Service Providers may receive data and information from you (including, but not limited to, log-in credentials, account numbers, mobile device phone numbers, content of any text messages, and remote deposit-related information) in the course of providing the service. Your phone service provider is not the provider of the Service. Users of the Service may receive text messages relating to their payment such as invitations to register and other notices that they may request. In an invitation to register via text message, we will send you a verification code which you will need to enter to direct your payment to your designated bank account. If you register for text messaging, you will receive text messages related to your transactions from time to time. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of the lost or stolen device.

3. **End User Terms Regarding the Licensor.** You agree that the Licensor (whether Apple® or any other License provider) is a third-party beneficiary of this Sub-Agreement, but acknowledge this End User Sub-Agreement is between you (hereinafter "you") and WEST BANK (hereinafter "WEST BANK" or "we") only, and not the Licensor. As a third-party beneficiary, the Licensor will have the right to enforce the terms of this Sub-Agreement against you where appropriate. You further agree and acknowledge that your use of the Application is subject to the Application's Terms of Service as well as any other third-party terms and conditions which govern the use of your device or wireless and internet services, in addition to the terms and conditions of this Sub-Agreement. Your license for the Application is limited, and non-transferable. You agree and acknowledge that the Licensor is not responsible for any maintenance or support services for the Application, and has no obligation to provide such maintenance or support services. In the event of any third party claim that the Application or your possession or use of the Application infringes on intellectual property rights; gives rise to product liability; fails to conform to any legal or regulatory requirement; or triggers consumer protection or similar laws, WEST BANK, and not the Licensor, will be solely responsible for defense and resolution of such claim.

4. **Mobile Deposit.** WEST BANK Mobile Deposit allows you to make deposits to your Account(s) using images of the item to be deposited, submitted with your camera enabled mobile device. If you elect to use the WEST BANK Mobile Deposit feature, you additionally agree to the following:

- a. **ELIGIBLE ITEMS.** You will submit images only of items that originated as paper checks payable to you, from a financial institution located in the United States. The electronic image of the item will become the legal representation of the item for all purposes. The image must be unaltered, clear and legible, and must capture all information from both the front and the back of the item. You will properly endorse all submitted items, and acknowledge that WEST BANK urges you to write "For WEST BANK Mobile Deposit Only" in the endorsement field.
- b. **YOUR WARRANTS TO WEST BANK.** You warrant to us that: You will submit only items for which you have authority to do so; you will not submit items you know, suspect, or reasonably should know or suspect, to be fraudulent; you will not attempt to redeposit, transfer, or negotiate an item previously submitted via Mobile Deposit; you will not attempt to submit items made payable to "cash"; you will not attempt to submit items which are prohibited under the terms of your WEST BANK Deposit Account Agreement; you will not submit money orders, traveler's checks or substitute checks; you will submit only images and files that contain no viruses or other features that may have an adverse impact on our network or systems; and you will not submit items payable to any person or entity other than you. If you deposit an item in violation of these warrants, you agree to indemnify, defend and hold WEST BANK harmless from and against all liability and damages that may result from any third party claims with respect to that deposit. WEST BANK is authorized to debit your account immediately for the amount of any duplicate deposit.
- c. **TRANSMISSION AND PROCESSING.** If a submitted image is not fully legible or does not comply with our requirements for content, WEST BANK may, at our sole discretion, further transmit the item in the form received from you; attempt to repair the item and further transmit the item thereafter; process the item as a photocopy-in-lieu-of-original; or return the item to you unprocessed and charge-back your Account(s). You acknowledge that a completed transmission does not mean that your transmission was error-free; errant or incomplete transmissions may be received, but declined for deposit. We reserve the right to return or decline all or part of any submitted deposit, and you agree that we will have no liability for such action, even if it results in debits to your account being dishonored. Upon request, you agree to cooperate with WEST BANK's investigation of illegible images and resolution of third party claims at your sole expense.
- d. **LIMITATIONS.** You acknowledge and agree that we may place transaction limitations on your use of WEST BANK Mobile Deposit, including a maximum single-item deposit amount, a maximum cumulative deposit amount (daily, multi-day, or both), a deposit count limit (daily, multi-day, or both), and/or a

deposit amount threshold which requires verification by us. These transaction limits are published at [https://www.westbankstrong.com/personal/online\\_banking/mobile/mobiledeposit](https://www.westbankstrong.com/personal/online_banking/mobile/mobiledeposit). We reserve the right to change these transaction limitations at any time with no notice to you.

- e. **FUNDS AVAILABILITY.** Our policy is to make funds from eligible items that are deposited using WEST BANK Mobile Deposit available to you on the first business day after the day we receive your deposit.
  - i. Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
  - ii. Funds you deposit may be delayed at our discretion. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you by mail. We will also tell you when the funds will be available.
- f. **SAFETY.** You will maintain security measures for your mobile device, including protective software and safeguards against loss or theft of the device itself. You will promptly notify us if your device has been compromised or lost. You acknowledge that you are solely responsible for retaining in a secure location all original items included in a Mobile Deposit. The retention period shall be for forty-five (45) calendar days following the deposit, and during this period, you agree to produce the original items upon request by WEST BANK. You will routinely destroy by shredding, all original items on the first business day following the retention period. You agree to notify WEST BANK immediately if you learn of the loss or theft of original checks.
- g. **AMENDMENTS AND TERMINATION.** We reserve the right to change or terminate the WEST BANK's Mobile Deposit feature at any time. We also reserve the right to suspend or terminate the Mobile Deposit feature if you or your Account(s) do not meet eligibility requirements, for your violation of the terms of this Agreement, because of a lapse in your wireless service, or at our discretion. We may suspend WEST BANK Mobile Deposit immediately in the event of an emergency or because of events beyond our control. Termination will not affect any of your obligations which arose prior to termination, or any deposits subject to return prior to termination.

5. **Amendments.** We may amend the Service, this Sub-Agreement and/or any applicable fees and charges for the Service from time to time. We will provide you advance notice of such changes as provided in the WEST BANK Online and Mobile Banking Agreement, usually in the same manner you receive your account statement (electronically, or by mail), and by posting a revised version on the Site. Any use of the Service after an effective date of amendment will constitute your agreement to such changes. Further, we may, from time to time, revise or update the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Sub-Agreement as to all such prior versions of the Service, and/or related applications and material and limit access to only the Service's more recent revisions and updates. We also reserve the right to terminate the Service in its entirety.

6. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not guarantee the identity of any user of the Service (including but not limited to accounts, or owners of accounts with which you perform transactions). The Service is separate and those provided by your wireless service provider. You continue to be responsible for any and all wireless access fees and/or Internet service fees that may be assessed by your wireless and/or Internet service provider. You agree and acknowledge that WEST BANK is not responsible or liable for the acts, omissions, systems or services provided by the Licensor.

7. **Functionality.** Not all WEST BANK Online Banking services or functionality may be available when you use a mobile device. The WEST BANK Online Banking services available to you may vary, and terminology and formatting may be used and appear differently, depending on the specific mobile device you use. The instructions provided may differ from those presented on a computer, and the processing of payments and transfer instructions may take longer through WEST BANK Mobile Banking. Additional delays, interruptions or errors may occur, for reasons outside WEST BANK's control. You agree and acknowledge that WEST BANK and any Service Providers will not be liable for such delays, interruptions, or errors, or actions taken as a result.

8. **Assignment.** You may not transfer or assign any rights or obligations you have under this Sub-Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Sub-Agreement or any right or obligation under this Sub-Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Sub-Agreement to independent contractors or other third parties.

9. **Notices to You.** You agree that WEST BANK or its Service Providers may send you messages through your wireless access provider. If you have questions about the Service, you may send a text message with the word "HELP" to this number: 99588, contact WEST BANK customer service at 515-222-2360, or visit [www.westbankstrong.com](http://www.westbankstrong.com). To stop receiving text messages on your mobile phone, text "STOP" to this number: 99588. This will terminate the Service. You will receive a one-time termination confirmation text message.

10. **Eligibility.** The Service is offered only to residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. You warrant that you are so eligible, and the true owner or authorized user of the mobile device you use to participate in WEST BANK Mobile Banking, that you are authorized to approve the applicable charges, if any, and that you are not listed on any U.S. government list of prohibited or restricted parties.

11. **Acceptable Use.** You warrant and agree that you will comply with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that violate any law, statute, ordinance or regulation including but not limited to: (a) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games,



sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (b) violation of any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (c) imposition of an unreasonable or disproportionately large load on our infrastructure; (d) facilitation of any viruses, Trojan horses, spam, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (e) use of any robot, spider, other automatic device, or manual process to monitor or copy the Software, Service or the portion of the Site through which the Service is offered; (f) use of any device, software or routine to bypass technology protecting the Site, Software or Service, or interfere or attempt to interfere, with the Site or the Service; or (g) causing the Service or Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to notify us of any violations of this section or this Sub-Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Sub-Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.

12. **Service Fees and Charges.** There may be fees associated with the specific Online Banking services you utilize through WEST BANK Mobile Banking. Please refer to the applicable Sub-Agreement(s) for more information. Any fees associated with your standard deposit accounts will continue to apply. The schedule of fees is subject to change, and is available on request from any WEST BANK branch, or on WEST BANK's website, at [https://www.westbankstrong.com/files/client\\_files/385/583/ServiceFees.pdf](https://www.westbankstrong.com/files/client_files/385/583/ServiceFees.pdf). You continue to be responsible for any and all wireless access fees and/or Internet service fees that may be assessed by your wireless access and/or Internet service provider.

13. **Address or Banking Changes.** 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, address, phone numbers and email addresses. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate contact information.

14. **Information.** When you complete forms online, or otherwise provide use with information in connection with the Service, you agree and warrant that you will provide accurate, complete and true information. We may use the telephone or mobile device number, email address or other delivery location you have provided for our records to contact you. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. You agree that WEST BANK or its Service Providers may disclose any information as necessary to comply with any legal regulatory or governmental request, to resolve issues of liability or indemnification, or to defend the Service or software. You further agree that WEST BANK will not be responsible or liable for losses or damages arising from any disclosure of information, including account information, non-delivery, delayed delivery, misdirected delivery, or inaccurate content in the messages sent through the Service.

15. **Service Termination by You.** To terminate the Service, send a text "STOP" to this number: 99588. This will terminate the Service. You will receive a one-time termination confirmation text message.

16. **Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time with no notice to you. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

17. **Errors, Questions, and Complaints.** If you have questions about the Service, you may send a text message with the word "HELP" to this number: 99588, contact WEST BANK customer service at 515-222-2360, or visit [www.westbankstrong.com](http://www.westbankstrong.com). If you think there is an error or if you need more information about a transaction listed in your Transaction History, statement, or receipt, please refer to the terms of the related Sub-Agreement for the Service you have accessed while using WEST BANK Mobile Banking.

18. **Unauthorized Transfers.** You should notify WEST BANK *immediately* if you believe your user code or password have become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Please refer to the terms of the related Sub-Agreement for the Service you have accessed while using WEST BANK Mobile Banking.

19. **Stop Payment.** Our ability to process a stop payment request will depend on the payment method and whether a payment has cleared. Please refer to the terms of the related Sub-Agreement for the Service you have accessed while using WEST BANK Mobile Banking.

20. **Law and Forum for Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws provisions. The forum for any dispute shall be the District Court in and for Polk County, Iowa.

21. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site, Software or the Service. You further agree that this provision shall survive the termination of this Sub-Agreement.

22. **Intellectual Property.** WEST BANK Mobile Banking, as well as the content and materials you may receive or access through your use of the Service, are proprietary to WEST BANK and our Licensors. You warrant and agree that you will not damage, impair, interfere with, modify, revise, reverse engineer, redistribute, remove or alter content, disrupt, attempt to derive source code, create derivative works, from or for the Service, Site or Software.

23. **Information and Security.** You agree and acknowledge that WEST BANK Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile device number; your

wireless access provider's name; the date, time and content of WEST BANK Mobile Banking messages including account activity and status; and other information that you or we may provide. We may use this information to contact you and to provide the Service, or to otherwise operate, develop and improve the Service. Data collected by your wireless access provider is governed by its own policy. We will only use the information you provide to us in connection with WEST BANK Online and Mobile Banking services. You further agree and acknowledge that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. You further agree that WEST BANK will not be responsible or liable for losses or damages arising from any disclosure of information, including account information, non-delivery, delayed delivery, misdirected delivery, or inaccurate content in the messages sent through the Service. If you have questions about the Service or Software, you may send a text message with the word "HELP" to this number: 99588. To stop receiving text messages on your mobile phone, text "STOP" to this number: 99588. If you have questions, contact WEST BANK customer service at 515-222-2360, visit [www.westbankstrong.com](http://www.westbankstrong.com), or write to us at: WEST BANK, Customer Service, 1601 – 22<sup>nd</sup> Street, West Des Moines, Iowa 50266.

24. **Exclusions of Warranties.** THE SERVICE, SITE, SOFTWARE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF THE SERVICE, AND OPERATION OF OUR SITE AND THE SOFTWARE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. NO WARRANTY IS PROVIDED THAT THE SOFTWARE OR SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES. YOU ACKNOWLEDGE THAT YOUR USE OF THE SOFTWARE AND SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. FURTHER, THE LICENSOR WILL HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICE, SOFTWARE OR SITE.

25. **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE, SOFTWARE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE, SOFTWARE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO APPLICABLE WARRANTY NOT OTHERWISE DISCLAIMED HEREIN, YOU MAY CONTACT THE LICENSOR, AND YOUR REMEDY AS TO THE LICENSOR SHALL BE LIMITED TO THE REFUND OF THE PURCHASE PRICE, IF ANY, FOR THE APPLICATION.

26. **Complete Agreement, Severability, Captions, and Survival.** This Sub-Agreement, when read in conjunction with related Agreements, Sub-Agreements and the Application Terms of Service, sets forth the entire understanding between us and you with respect to the Services, Software and the portion of the Site through which the Services are offered. If any provision of this Sub-Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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 Sub-Agreement.