

## **Pinnacle Bank**

### **Internet Banking Agreement and Disclosure**

This Internet Banking Disclosure and Agreement (“the Agreement”) explains the terms and conditions governing the basic Internet banking offered by Pinnacle Bank (“the Bank”). All Internet banking services of any kind whatsoever offered or afforded by the Bank (including, but not limited to funds transfers) will be referred to collectively as “Internet Banking Services” in the Agreement. By using any of the Internet Banking Services, you agree to abide by the terms and conditions of this Agreement and authorize the Bank to use any of your accounts to execute and settle transactions and/or fees initiated by you using the Internet Banking Services. The term “Business day” means all days except Saturday, Sunday and all banking holidays.

All Internet Banking Services are governed by this Agreement, all applicable federal regulatory disclosures, and the Deposit Account Terms and Conditions. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees assessed by the Bank. Further, you agree to pay all telephone charges or fees incurred by you in accessing Internet Banking Services.

Your initial use of any Internet Banking Services, in connection with your account at the Bank constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions. Such initial use acknowledges your receipt and understanding of this Agreement and Deposit Account Terms and Conditions.

You agree that the Bank may, as permitted by law, provide all applicable disclosures to you electronically. You are responsible for downloading or printing the disclosures or providing the Bank with a non-electronic address to which the disclosures may be mailed. You agree that the Bank may take a reasonable time to respond to e-mail requests. Correspondence that requires expeditious handling—for example, reporting of unauthorized transactions or stop payment requests, should be made by calling the Bank. You agree that Pinnacle Bank may send you electronic messages about other products or services we offer.

Bill Pay is a free service to those who maintain an online banking account at Pinnacle Bank.

In order to use our Bill Payment Services, you must provide (a) the specific Pinnacle Bank account(s) from which the payments are to be made; (b) the complete name of the payee; (c) the account number; (d) the payee’s remittance address, (all exactly as shown on the billing statement or invoice); (e) the amount of the payment; and (f) the date you want the payment to be initiated. Failure to provide this information accurately, shall release the Bank from any liability resulting from a payment not being made. If the date you want the payment to be initiated is not a business day, the payment will be initiated the next business day before 1:00 (EST). By the use of our Bill Payment Services, you agree that, based upon instructions received under your Access Code, we can charge your designated account by (a) electronic transfer, (b) “no signature required draft”, or (c) by debiting and remitting funds on your behalf. We reserve the right to refuse to process any action or transaction authorized by you. If we refuse to process any action or transaction authorized by you, we will notify you promptly. We will not be liable for any action or transaction not processed, through no fault of ours, (a) if you do not have sufficient funds in the account from which a payment or transfer is to be made, (b) if the account has been closed, (c) if the account is not in good standing, or (d) if we reverse an action or transaction because of insufficient funds. Further, we will not be liable (a) if the action or transaction you authorized would cause your account to exceed any credit limit assigned to that account or (b) if circumstances or persons beyond our or our agent’s control prevent, delay,

intercept, or alter the processing of an action or transaction, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, (a) equipment failure, (b) telecommunications failure or interruptions, (c) labor disputes, (d) delays caused by payees, (e) interruption of the service by payment networks, (f) wartime, (g) acts of terrorism, (h) fire, (i) floods, and (j) other disasters.

**Bill Payment Restrictions** – The payment of bills and transfer of funds must be payable in U.S. dollars to a payee located in the United States. You may not use our Bill Payment Services (a) to pay any Government agencies, (b) to pay for securities purchases, (c) to make tax payments, or (d) to pay court ordered payments. If you authorize an action or transaction with any restricted payees, we will not be responsible for any consequences to you for the failure to process said action or transaction. We reserve the right to further restrict types of payees to whom payments may be made. Authorized transactions from any money market accounts you designate for use with our Services may be limited by the Truth in Savings Disclosure and the Transaction Limitations, both of which you received when you opened your money market account with Pinnacle Bank.

Payments from your Bill Payment Services accounts cannot be more than your available balance. Actions or transactions can be entered, edited, or deleted until 1:00 p.m. EST the day before the payment is to be initiated. Once payments are initiated, they will not be immediately received by the payee. You must authorize actions or transactions to be initiated (a) for payments by check, no later than seven (7) business days prior to the payee's due date, and (b) for electronic payments, no later than three (3) business days prior to the payee's due date. When you enter an authorization for the payment of a bill, the Bill Payment Services program will inform you whether this payment will be made electronically or by check. Please allow ample processing time for each action or transaction you authorize. We will not be responsible for any consequences to you for the failure to timely process said action or transaction.

The Bank is entitled to act upon instructions received through any Internet Banking Service under your password and without inquiring into the identity of the person using that password. However, you agree that you will not, under any circumstances, disclose your password by telephone or any other means, to any person. You acknowledge that no person from the Bank will ever ask for your password, that Bank employees do not need and should not ask for your password. You agree never to provide your password to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made or authorized using your password. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction.

You agree that if you give your password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your password will have access to your accounts. You agree to notify the Bank immediately in the event your password is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your password. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

For your security, you are required to change your password when you first login to Internet banking. We strongly suggest that you change your password every three (3) months. Your password can be alpha numeric and contain 6 to 25 characters. For your protection, Internet banking access is locked out after 3 unsuccessful password attempts. Your password must be reset by contacting the Internet Banking department.

In order to use the Internet Banking Service, you will need access to the Internet via an SSL (Secure

Sockets Layer)—compatible 128 bit browser, such as Internet Explorer, Firefox or Safari. SSL technology encrypts all communications between you and the Processing Center to ensure the security of your data. If you do not have a 128 bit browser, you can download an upgrade of your choice for Firefox, Safari, or Microsoft Internet Explorer.

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank honoring any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your password to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the Bank's honoring or allowing transactions on the account where the password was used.

The limitations of liability set forth in this Agreement are subject to, and limited by any state or federal law to the contrary.

The Bank has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, the Bank will comply with all legal notice requirements. Once this Agreement is terminated, the Bank will not allow any additional transactions on the account, nor will additional Internet Banking Services be permitted. If this Agreement is modified, your continued use of the Account will represent your acceptance of the changes.

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Internet Banking Service. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing, or if there has been no activity or use of the Internet Banking Service for 3 months.

We can also terminate the Internet Banking Service if we believe that an actual or potential unauthorized use of your Access ID, Password or account may be occurring.

You agree that Pinnacle Bank is not responsible for any electronic virus that you may encounter using the Internet Banking Service. We encourage you to routinely scan your PC and diskettes using any reliable virus protection product to detect and remove any viruses found.

By using Pinnacle Bank's Internet Banking Service, you thereby indicate your consent to these terms and confirm that you have the required hardware and software.