

# Plains Commerce Bank Online Business Banking Terms & Conditions

This Agreement sets forth the terms of the Online Business Banking ("Services") that Plains Commerce Bank ("PCB", "we", "our", "us" and "bank") makes available to its customers ("you", "your"). By applying for any Services, you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

**Services.** We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.

**Equipment.** You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. To access your accounts through Online Business Banking, you must have an Internet browser, an eligible Bank Account, and an e-mail. Browsers such as, but not limited to Internet Explorer must be able to accept 256-bit encryption to access secure websites such as our Online Business Banking. Contact your Browser direct to download the latest version for continued access to Online Business Banking. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANT ABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

**Accounts.** Your application may list certain Bank accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in a form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the services. If you link more than one checking account to our wire or ACH Service, for example, you will need to specify the account from which transfers should be made.

The Senior Administrator is authorized and responsible for maintaining subsequent users. Customer understands that the Senior Administrator has the capability of providing Administrative privileges identical to that of the Senior Administrator to any user, including the ability to maintain subsequent user accounts by assigning and revoking access privileges. Note: The Senior Administrator is the only user to create account nicknames. You assume sole responsibility for the actions of your Senior Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Senior Administrator to use the Services.

You will need to designate which accounts will be utilized for Service payments and transfers. If You designate an account that requires more than one signature for the withdrawal or the transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Senior Administrator for that account and the Service in question.

Note: this may mean that we will act upon the instruction of only ONE person (e.g. to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

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**Fees.** You agree to pay us the fees we establish for each of the Services. See our fee schedule for details. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree.

**Access to Account Data.** Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some of these transactions may not be reflected in the system until then. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your local Plains Commerce Bank for account information.

**Information Process and Reporting.** We offer a number of Services that requires us to receive, process, and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us.

a. Information You Provide to Us. You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g. in connection with wire, ACH transfers, AND Remote Deposit). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. We are not obligated to detect errors in your transfer or payment instructions.

b. Your Instructions. You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number; we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

c. Your Review. You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error and that errors in processing and compiling data may occasionally occur. As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions. If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**Reliance on Third Parties.** We may provide certain Services dependent upon our ability to obtain or provide access to third party networks. In the event any third-party network is unavailable, or we determine, in our discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

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**Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**User Guides and Security Procedures.** We may provide you with a Username, password, and when applicable, a security token to access the Services. We may also provide you with operating procedures and user guides in connection with certain Services. You agree to (a) comply with the User Guides and procedures that we may provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Passwords, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) you will utilize the most recent operating systems and network browsers (d) closely and regularly monitor the activities of employees who access the Services, and (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your password is no longer employed or authorized by you to use the Services. We may require you to change your Password at any time. We may deny access to the Services without prior notice if we are unable to confirm any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on normal size, type, and frequency of your transactions). Some of our Services allow you or your Senior Administrator to set transaction limitation and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your password or is otherwise processed by us in accordance with our security procedures.

**Wire Transfer Service.** If you are approved for this Service, you will be subject to the terms of the Wire Transfer Agreement, as amended from time to time. You can provide us with electronic instructions to transfer funds to third parties. FOR ALL OUTGOING WIRE REQUESTS, WE WILL SECURE FUNDS BY PLACING A PROOF MEMO ON THE ACCOUNT TO BE CHARGED.

**Automated Clearing House ("ACH") Service.** If you are approved for our ACH Service, you agree to comply with the ACH Agreement and the Operating Rules of the National Automated Clearing House Association ("NACHA") (collectively, the "Rules"), as amended from time to time. We will provide you with a copy of the Rules. Only domestic ACH transfers will be accepted through this Service.

**Remote Deposit Service.** If you are approved for this Service, you will be subject to the terms of the Remote Deposit Agreement, as amended from time to time. You will be able to convert Checks to Substitute Checks, which enables you to transmit paper checks converted to Imaged Items to Bank for processing and deposit into your deposit account.

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**Transfer Service.** Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day.

**Mobile Banking Service.** If you are approved for this Service, you will be subject to the terms and conditions for the Mobile Banking Service. You will be able to access your accounts and other Services using your mobile device.

**Unauthorized Transactions.** We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g. we obtain the Passwords) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

**Transaction Limits and Safeguards.** You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions, Remote Deposit, or Wires.) You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will receive pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

**Secure Messaging.** Sending a secure message through Online Banking is a secure way to communicate with the bank. Secure messaging has provided an option for you to ask questions about your account(s) or to provide us comments on your banking service. The secure messaging capability is accessible after you sign on with your Username, password, or when applicable, a security token to a secure session with Online Banking. Despite our best efforts, messages sent by secure messaging may not be immediately received by the appropriate department of the bank. Please do not use E-mail or secure messaging to send us communications which need our immediate attention.

**E-Mail.** Sending E-Mail is not a secure way to communicate with the bank. Despite our best efforts, messages sent by E-mail may not be immediately received by the appropriate department of the bank. Please do not use E-mail to send us communications which need our immediate attention. An internet record that an E-mail has been "sent" or "received" is not verification that the E-mail has been received by the Bank. You cannot use E-Mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking.

**Cutoff Hours.** A number of our Services are subject to processing cutoff hours:

- 11:00 am (Central Time) Same Day ACH;
- 12:00 pm (Central Time) International outgoing wire transfer orders;
- 3:00 pm (Central Time) for Domestic outgoing wire transfer orders;
- 3:00 pm (Central Time) for ACH transaction entries;
- 4:00 pm (Central Time) for Remote Deposit entries;
- 4:00 pm (Central Time) for Mobile Deposit entries; and
- 6:00 pm (Central Time) for real time transfers within Plain Commerce Bank Business Online Banking and/or Business Mobile Banking app.

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# Plains Commerce Bank Online Business Banking Terms & Conditions

Our business days are Monday through Friday, excluding holidays. Service may occasionally be unavailable due to needed maintenance or system/network interruptions.

**Scheduled Transfers.** (Either recurring or one-time) the earliest date will be next day. If you select a future date for a scheduled transfer (either recurring or one-time), we will process the transaction on that date if that day is a business day. If the date you request for a future transfer is not a business day, we will process the transaction on the next business day.

**Cancel of Funds Transfer.** You may cancel or change a scheduled funds transfer by selecting and accurately completing the appropriate fields from the payment menu. Any instruction to cancel or change a scheduled funds transfer must be made by 6:00 am (Central Time) on the date the transaction is to be processed. If you do not accurately complete the appropriate instructions prior to that time, we may process the transaction. Real time transfers cannot be canceled once they are submitted as they are processed immediately.

**Limitation of Liability.** Except as otherwise stated in the Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly in whole or in part from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any error, failure or delay in the transmission or delivery of data, records, or items due to a breakdown in any computer; (d) cause beyond our reasonable control; (e) the application of any government or funds-transfer system rule, guideline, policy or regulation; (f) the lack of available funds in your Account to complete the transaction.

You acknowledge that our Service fees have been established in contemplation of (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

**Indemnification.** You agree to indemnify, defend and hold affiliates, and subsidiaries, and respective directors, officers, employees, agents, and us harmless from and against any claim, damage, loss, liability and cost of any kind related to the Agreement.

**Statement and Notices.** Information or transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries, or Remote Deposit.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (b) unauthorized transactions involving any account (c) a breach in the confidentiality of the Security Procedures or User Guide; or (d) other problems related to the Services. We may require you to send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 60 days for the date you first discovered the problem or received information reflecting the problem, whichever occurs first). If you fail to notify us within 60 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by you giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

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# Plains Commerce Bank Online Business Banking Terms & Conditions

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at Plains Commerce Bank; 524 S Dakota St; Aberdeen, SD 57401.

**Your records.** This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, account and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until 10 business days following receipt by us of the deposit, file, entry, transmission or other order affecting an account.

**Termination.** You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if (a) you breach any agreement with us; (b) the confidentiality of your Security information is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) We are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

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