

Investor Online Direct Terms and Conditions

Effective July 19, 2020

These Investor Online Direct Terms and Conditions (the "**Terms**") govern the use by certain mutual fund, brokerage, or investment advisory customers to pay bills from their investment account using our Investor Online Direct service ("**Investor Online Direct**" or the "**Service**"). If you have enrolled in the Service and received the necessary Security Credentials, you can log into the Service from various electronic devices, including personal computers and Mobile Devices that have the required hardware and software.

Please read these Terms carefully. By clicking "**I agree**" located at the end of these Terms, or by using any part of the Service, you acknowledge that you have received these Terms and that you are bound by them when you use the Service.

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A. MEANING OF IMPORTANT TERMS. These Terms and Conditions use some words in a particular way. To understand these Terms and Conditions as they are intended, please refer to these words and their definitions, given below.

"Account" refers to your account with the financial services firm that Investor Online Direct debits when we are instructed through the Service to make a payment. For example, when you access Investor Online Direct through your brokerage firm, the "Account" would typically be the cash account that you have at that firm.

"Investor Online Direct" is the Service that we offer through other financial service firms that allows you to make payments to third parties from your Account with that firm, to obtain information on payments that you have scheduled or made using the Service, and to use the other services referenced in these Terms and Conditions.

"UMB Bank," "Bank," "we," "our," and "us," refer to UMB Bank, n.a., a national banking association with its headquarters in Kansas City, Missouri.

"You", "your", and "Investor" mean, with respect to an Account, each individual person, trust or other legal entity in whose name the Account is held, as shown on the records of the financial services firm holding that Account, and who has been issued Security Credentials that provide access to Investor Online Direct. "You, "your" and "Investor" also include any other person or legal entity that has been given the right to use the Security Credentials, whether or not that permission was intended by the person granting permission to be only for a limited purpose or for a limited period of time.

"investoronlinedirect.com" is the web address through which you can access Investor Online Direct, if you have an Internet connection and the right hardware and software. You can also access Investor Online Direct through the app designated in stores as "Investor Online Direct."

The **"Current Balance"** as reported in the Service represents the aggregate amount that the financial services firm holding your Account has advised us as of the beginning of a Business Day is available for the payment of bills, and of checks you write or debit card transactions you may make, assuming that you receive those other services from us. (Depending on the arrangements your financial services firm has with us, the firm may update your Current Balance at other times during a Business Day, and if it does, we may, but are not required, to use the updated balance when processing transactions on your Account.) Your financial services

firm may include the amount of available margin credit you have established with that firm when it tells us the amount of your Current Balance. The "Current Balance" may not reflect all your Account activity with the firm at which the Account is held, such as pending investment purchases, redemptions or other margin activity. You may also have to adjust this balance to take into account transactions you have made that have not yet been presented to us for payment, such as outstanding checks you have written, debit card purchases you have made, or charges that apply to your Account.

The "**Available Balance**" shown in the Service represents the "Current Balance" (as defined above) plus any pending ACH credit transactions we have received for the Account but not yet credited, but less any checks presented to us for payment from the Account but not yet deducted, pending debit card authorizations, and bill payments to be made or other debits to be charged to the Account that Business Day.

Our "**Business Days**" are any day Monday through Friday, except bank holidays.

A "**Consumer**" (whether or not the word is capitalized) refers to an individual person who uses his or her Account primarily for personal, family or household purposes.

A "**Business Customer**" is an individual, sole proprietor, trust, nonprofit association, governmental body or other legal entity that uses the Account primarily for business, commercial, agricultural, charitable, or governmental purposes, and is not a Consumer.

An "**Electronic Fund Transfer**" (or "**EFT**") is a transfer of funds initiated through an electronic terminal, computer or Mobile Device for the purpose of authorizing the Bank to debit or credit your checking, savings, investment or other consumer asset account.

An "**Electronic Message**" is an electronically transmitted message that allows the text of the message to be displayed on the receiver's computer or Mobile Device. An Electronic Message delivered through Investor Online Direct is considered a "written notice" for purposes of these Terms and Conditions. That includes messages delivered in the Secure Message Center, messages that are posted by us in Investor Online Direct when you sign into the Service, and messages that we send to an external email address associated with the Account when you have consented to receive electronic messages in place of postal mail or other form of personal delivery related to your Account or the Service.

"Intellectual Property Rights" are all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

"Mobile Service" refers to your ability to access and use Investor Online Direct or any of its functions using a Mobile Device.

"Mobile Device" refers to a tablet, cellular phone or other hand-held device used to access Investor Online Direct and its various functions.

"Nonpublic Personal Information" means any confidential, private, nonpublic, or personal information that is given protected status under any federal or state law, including information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under federal banking regulations.

"Payment Instruction" is an instruction you give us through Investor Online Direct to make a payment, whether the payment is ultimately delivered to the payee electronically or as a paper check or draft.

"Recurring Payment Instruction" means a Payment Instruction that you authorize in advance in Investor Online Direct to recur at substantially regular intervals (at least once every 60 days).

"Secure Mail" or **"Secure Message"** means an Electronic Message that is encrypted using industry standard software intended to protect the content of the message from being viewed or modified in an unauthorized manner.

"Secure Messages" is a part of the Investor Online Direct website where Investor Online Direct Support and users can securely communicate regarding the Service utilizing a secure messages inbox to you regarding the Service.

"Security Credentials" refers to your login ID, password, secure access code (a one-time code sent to you in order to authenticate you in connection with an enrollment or transaction), and/or any other login credentials used to ensure that access to your Account and the Service is authorized, protected and secure.

“**User**” refers to a person that has been authorized by a Business Customer to access the customer’s Account.

There are other important terms that have specific meanings when used in this Agreement. The first time we use those words, we print them in **bold text**.

B. UMB BANK IS YOUR BILL PAYMENT SERVICE PROVIDER. Investor Online Direct is a bill payment service that UMB Bank provides to customers who have an account relationship, typically an investment account, with another financial services firm. We may provide additional services that involve processing transactions that will post to the investment account, such as checks, debit card transactions or other electronic payment transactions, depending on whether or not your financial services firm has contracted with us for those services.

When you use Investor Online Direct, UMB Bank provides Bill Payment Services to you. These Terms and Conditions include disclosures, terms and conditions that apply to Payment Instructions from your Account. These Terms and Conditions do not address the payment of checks, debit card transactions, or other electronic payment services that you may receive from us or from your financial services provider.

Your Account is also governed by other agreements, terms and conditions found in agreements between you and the financial services firm that holds the Account. These Terms and Conditions apply only to the Bill Payment Services, and do not change any agreement that you have with the financial services firm holding the Account.

C. OUR AGREEMENT WITH YOU; AMENDMENTS; OTHER SERVICE PROVIDERS.

1. Our Agreement.

Your use of Investor Online Direct, and the specific services available through our Investor Online Direct website, are governed by these Terms and any instructions that we provide to you regarding your use of the Service.

When you click “**I Agree**” at the end of these Terms and Conditions, or when you use Investor Online Direct or any function available on investoronlinedirect.com and/or through the Investor Online Direct App, you

acknowledge that you have received these Terms and that you agree to be bound by them when using the Service. In the event of any conflict between these Terms and any other terms or conditions that apply as between you and the financial services firm that holds your Account, these Terms and Conditions control as regards the operation of the Service.

Please read these Terms and Conditions carefully before using Investor Online Direct.

2. Amendments.

We reserve the right to amend these Terms and Conditions or any disclosures related to the Service at any time. We will provide notice of any material changes to these Terms and Conditions on or before the effective date of any such changes, either in a message delivered to you when you log into the Service, or in a message posted in Secure Messages and provide you with notice of that message by sending a notice to your email address of record in the Service which asks you to check your Secure Messages for important information regarding the Service. In addition, your financial services firm may provide you with a notice of changes to these Terms and Conditions on our behalf in any manner authorized in your agreement with that firm that applies to changes to agreements you have with that financial services firm, which may include by electronic means. We are not required to give you advance notice of a change in these Terms and Conditions if an immediate change is necessary to protect the security of our system or if a legal or regulatory requirement necessitates an immediate change. In either of those events, these Terms and Conditions will be updated, and you will be notified within a commercially reasonable period of time after the update.

You agree that when we send you a notice to your email address of record in Investor Online Direct, requesting you to check your Secure Messages for important information about an amendment to these Terms and Conditions, or when you access your Secure Messages after notice of the amendment is posted in your Secure Messages, you will be deemed to have received the amendment. Your use of Investor Online Direct after a notice of change is made available to you will constitute your acceptance of the change. You may decline changes by terminating your use of Investor Online Direct in the manner provided in these Terms before the changes go into effect.

You have no right to modify or amend these Terms without our written consent, and any attempt to do so is void.

D. ACCESS TO INVESTOR ONLINE DIRECT.

You may access Investor Online Direct using your computer or Mobile Device.

To use Investor OnlineDirect, you need the Security Credentials that we or your financial service provider issues you, and the required hardware and software which is described in detail on the Investor Online Direct Support page at <https://investoronlinedirect.com/Support/Support/> .

You are responsible for the installation, maintenance, and operation of your computer or the Mobile Device used to access Investor Online Direct and any of its services.

You acknowledge that you may be charged fees by your Internet service provider or Mobile Device service provider when you access Investor Online Direct. We are not responsible for payment of those fees.

We are not able to provide any assurance that you will be able to access Investor Online Direct from a foreign country, especially if you are attempting to access the Service through a Mobile Device.

We do not allow you to grant others only limited access rights to the Service, such as the right to uses Investor Online Direct to make payments only up to a certain dollar amount or during a particular period of time. Any person that you allow to use the Service on your behalf will have full and access unlimited access to all features of the Service. If you have granted another person the right to access the Service on your behalf and you want to revoke that authority, you must notify us immediately. See “How to Contact Us” at the end of these Terms and Conditions. **If we receive such a notice, we may be required to suspend or cancel any existing registration for the Service for that Account and see to it that new Security Credentials are issued, if you want to have continued access to the Service.**

1. Consumer Access to Investor Online Direct.

Each individual person who has an ownership interest in an Account will be enrolled in Investor Online Direct to access the Service, even if the Account accessed through the Service is held jointly.

2. Business Customer Access to Investor Online Direct.

Any one (1) authorized representative of a Business Customer (a “**User**”) can enroll in Investor Online Direct by following the enrollment procedures required by your financial services firm. We are entitled to honor any Investor Online Direct enrollment request of a Business Customer provided to us by the financial services firm holding or administering your Account. **Unless otherwise allowed by your financial services firm, each Business Customer using Investor Online Direct can only have a single registration for the Service, and only a single set of Security Credentials.** We are entitled to assume that any person using Security Credentials issued to that Business Customer is a User who has authority to access Investor Online Direct on behalf of the Business Customer and to conduct any financial transaction that may be conducted through the Service.

Any Business Customer that uses Investor Online Direct acknowledges that any person who is given access to the customer’s Security Credentials will be able to view and/or transact business on the Account.

You agree to notify us immediately at the telephone number for Investor Online Direct Support at the number shown at the end of these Terms and Conditions if any User's authority over the Account changes, such as when an authorized representative leaves your employment or when a User’s job responsibilities change, and that person should no longer have Account access through Investor Online Direct. If we receive such a notice, we may be required to suspend or cancel any existing registration for the Service for that Account and see to it that new Security Credentials are issued, if you want to have continued access to the Service. We are not liable for transactions that may be initiated by a User after the User’s authority over the Account has changed and that you claim were unauthorized unless we have been notified of the change in authority and have had a reasonable opportunity to take action in response to that notice.

You agree that our providing access to your Account, through the Security Credentials, and which you agree to protect and to share only with your authorized representative(s), are reasonable security procedures for the protection of your Account and are reasonable means to ensure the authenticity of payments made through the Service.

Accordingly, you acknowledge that the protections provided to consumers under the federal Electronic Fund Transfer Act and Regulation E or under similar state laws or regulations shall not apply to your payments made from your Account or your use of this Service. We will not be deemed to

have extended those protections to you by contract, and no course of conduct on our part shall be deemed to have extended those protections to you.

However, if you are a sole proprietor and the Account and the Service is used primarily for personal, family or household purposes and not primarily for business purposes, the protections provided under the federal Electronic Fund Transfer Act and Regulation E or under similar state laws or regulations shall apply to the Service to the extent provided by law.

3. Access Using Mobile Devices.

You use the same Security Credentials to access Investor Online Direct through your Mobile Device as you do to access the Service through your personal computer.

If you want to access Investor Online Direct through the Mobile App, you will be required to download the App before you can use the Service on your Mobile Device. Our new Investor Online Direct Mobile App allows you to use all the same functions that you could if you accessed the Service on a personal computer or mobile device through a browser.

Additional terms that apply to Investor Online Direct with a Mobile Device are included in the section of these Terms and Conditions titled "Services Available Through Investor Online Direct," "Mobile Access." You can get more information about our mobile banking features by going to investoronlinedirect.com.

E. PRIVACY AND SECURITY.

1. Security Procedures; Protecting Your Security Credentials.

When you or your User log into Investor Online Direct using your Security Credentials, you authorize us to honor the instructions we receive relating to your Account, and to charge or credit your Account, as applicable, according to those instructions. You are responsible for all payments you initiate or authorize through Investor Online Direct, even if you initiated the transactions based on information that you received in a fraudulent email or other fraudulent instructions you received from another person. You agree to take every precaution to ensure the safety, security and integrity of your Account, Security Credentials and transactions when using Investor Online Direct.

You agree not to give or otherwise make available your Security Credentials to any unauthorized person. If you disclose your Security Credentials to any person, otherwise allow another person access to your Security Credentials, or permit another person to use Investor Online Direct on your behalf, you will have authorized that person to access your Account, and even if that person exceeds your express authorization, you will be responsible for all transactions that person initiates or authorizes involving your account. All access to Investor Online Direct through your Security Credentials will be deemed to be authorized by you and will be binding upon you. We recommend that you monitor your Account through Investor Online Direct or whatever other tools that your financial service firm provides to you on a regular basis for unusual and/or potentially unauthorized activity.

We may provide links to third party websites without endorsing the accuracy or safety of the Third-Party Services, and we disclaim all liability for any linked sites or their content.

2. Virus Protection, Firewalls and Malicious Software.

You are obligated to take security precautions to protect your computer and your Mobile Device. There are a number of means and mechanisms by which other persons may obtain information from your computer or Mobile Device, or trick you or others in order to gain control of any computer used to access your Account through Investor Online Direct. These unauthorized persons may obtain such access and/or control when you or other individuals use your computer to, among other things, access information on a removable or network storage device, and/or use the Internet for purposes of sending and receiving emails, browsing various websites, and conducting searches. Specifically, you may be unwittingly induced to install on your computer malicious software ("**Malware**"), commonly referred to, among other names, as computer viruses, worms, Trojan horses, rootkits, backdoors, spyware, and adware, when, for example, you open an email attachment, click on a link in an email, click poisoned links within search results which lead you to other sites controlled by fraudsters, browse websites that have been attacked by viruses, install counterfeit software that appears legitimate but may contain Malware, or insert on your computer removable storage devices such as CDs, MP3 players, and other USB memory devices. Once Malware is installed on your computer, it is very difficult to detect using traditional antivirus software products running on the infected computer. Financial Malware is generally undetectable by all but a few antivirus products, and often goes unnoticed until after unauthorized transactions have occurred. You agree that we are not responsible for any electronic virus or Malware that you may encounter using Investor Online Direct.

We protect our own network and systems with various security protocols but are under no obligation to determine if any or all of the computers or Mobile Devices you use are secure or if they may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and Malware protection products of your choice to protect from, detect and remove any viruses and Malware found. You agree to immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of Investor Online Direct and any of its functions and features, regardless of whether requested by us.

We further encourage you to exercise caution when using your computers for activities unrelated to accessing Investor Online Direct. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs or files, lock you out of your computer or files, and may result in unauthorized transactions from your accounts.

If we learn, or have reason to believe, any computer you use to access Investor Online Direct is compromised and not secure, whether that potential or actual compromise is detected by you or by us through your access to our network and systems, we may, in our sole discretion, suspend, cancel or limit your access to Investor Online Direct without prior notice to you. If, after suspending, canceling or limiting your access to Investor Online Direct, we reactivate your access, you may have to re-establish some or all of your previously established settings, preferences, payment models, previously scheduled payment transactions, or links to third party services that you have established. You agree that we are not responsible for any viruses, firewalls, Malware, or similar devices or programs that you may encounter when using Investor Online Direct, or, except to the extent required by law, for any unauthorized transactions resulting from these devices and programs.

3. Disclosure of Account Information - Our Privacy Policy.

We only disclose information about your Accounts as set forth in our Privacy Policy. You may obtain a copy of our Privacy Policy (i) by using the Security and Privacy link, which can be found in the footer of the Investor Online Direct login page, (ii) by accessing the Privacy Policy provided on the Investor Online Direct Support Page, and (iii) by calling Investor Online Direct Support, as applicable. That number is shown at the end of this Agreement in the "How to Contact Us" section.

4. Information We Collect.

When you interact with us at any website or application that we own or control, or with our applications or third-party websites, we or our service providers collect certain information about you and the computer or Mobile Device you are using (“cookies”) and/or pixel tags (i) for security and fraud monitoring/prevention purposes and (ii) to provide you with an improved experience on the site. By not allowing cookies, you may prevent our services from functioning as intended.

Our practices in this regard are set forth in our Online Privacy Notice. You may obtain a copy of our Privacy Policy (i) by using the Security and Privacy link, which can be found in the footer of the Investor Online Direct login page, (ii) by accessing the Privacy Policy provided on the Investor Online Direct support page, and (iii) by calling Investor Online Direct Support, as applicable. That number is shown at the end of this Agreement in the “How to Contact Us” section.

More information about how our collecting “cookies” may affect a particular Service, and information about your refusing to allow us to use “cookies” may affect the Service may be found in the Privacy Policy governing that particular Service.

When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.

F. YOUR REPRESENTATIONS CONCERNING THE ACCOUNT YOU ACCESS THROUGH INVESTOR ONLINE DIRECT; OUR RELIANCE ON YOUR INSTRUCTIONS.

You represent to us that you are the legal owner of or have legal authority to act on behalf of the Owner(s) of, any Account that you access through Investor Online Direct, and that you are authorized to receive the financial information pertaining to the Account. You represent and agree that all information you provide to us in connection with Investor Online Direct is accurate, current and complete, and that you have the right to provide that information to us for the purpose of enrolling in and using Investor Online Direct. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information, including your email address, up to date and accurate.

We may rely and act on instructions that we receive through Investor Online Direct from you, from anyone to whom you gave or made available your User ID, password or other Security Credentials, from authorized Users you have established, from anyone acting at your direction or with your consent (express or implied), from anyone acting with authority from you (express or implied), and from any person who is an agent with

respect to any Account which you may access through Investor Online Direct. All such instructions will be considered as having been given to us directly by you, and shall have the same authority as your written signature in authorizing us to comply with the instructions, until you notify us in writing or electronically as provided in these Terms and Conditions that you have revoked that person's authority and we have had a reasonable period of time to act on that notice. When you notify us to revoke an authorized User's or agent's authority to access Investor Online Direct on your behalf, we may suspend your access to the Service for such time as is necessary to secure your Account and to provide you with new Security Credentials.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Investor Online Direct transaction that is:

- initiated by you, at your direction, or with your consent (whether expressed or implied),
- initiated by a User with respect to any Account that may be accessed through Investor Online Direct,
- initiated by any person (or that person's agent) who is the Owner, co-Owner or authorized representative of any Account that you may access through Investor Online Direct,
- that results in a payment from your Account, even if the payment benefits someone else, or
- that is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable).

If you claim a transaction is unauthorized, you must cooperate fully with us in our investigation of the transaction. You assign to us your right of recovery against the wrongdoer if we recredit your Account. You agree to cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

G. YOU MUST IMMEDIATELY REPORT TO US A COMPROMISE OF YOUR ACCOUNT, INFORMATION OR SECURITY CREDENTIALS.

If You Believe Your Login ID, Password or Other Security Credentials Are Lost, Stolen or Used Without Your Authority:

TELL US AT ONCE if you believe your login ID, password and/or other Security Credentials have been lost, stolen, or used without your authority, or if you believe that a Payment Instruction entered in Investor Online Direct has been made without your permission. Failure to take appropriate steps could result in the loss of all the money in your Account, plus the maximum amount of any line of margin or other credit account linked to your Account to provide overdraft protection. Telephoning is the best way of keeping your possible losses down, and we recommend that you call Investor Online Direct Support as soon as possible at the toll-free number provided in the section at the end of this Agreement titled “**How to Contact Us.**”

H. SERVICES AVAILABLE THROUGH INVESTOR ONLINE DIRECT.

Some of the Services described below may not be available for certain Accounts or customers or through certain devices such as some Mobile Devices. We reserve the right to modify the scope and type of activities offered via Investor Online Direct and any of the Services at any time, or limit eligibility for these Services, in our sole discretion.

We may also, from time to time, introduce new Services or enhance existing Services. By using new or enhanced Services when they become available, you agree to be bound by the terms governing each service.

1. Obtaining Balance, Transaction Information and Transaction History.

Balance information shown for your Account will include the **Current Balance** and the **Available Balance**, and these balance amounts may differ. See how those terms are defined in Section A above, “Meaning of Important Terms.”

In providing Account information and processing bill payments through the Service, we will rely exclusively on the balance in your Account as reported to us by the financial services firm holding your Account, as adjusted by us for pending transactions payable by us that Business Day. We have no duty to make any inquiry regarding an Account balance that we receive from the firm holding your Account.

You may use Investor Online Direct to obtain information about bill payment transactions that you have made or that are pending in the Service.

Balance information and transaction history reported through Investor Online Direct may not include transactions that have occurred since the close of business on the previous Business Day.

Bill payment transaction history for most Accounts is available for at least 90 days and may well be available for up to 18 months.

2. Statements.

All your payments made through the Service will appear on your monthly statement that you obtain from the financial services firm holding your Account. UMB Bank does not provide your monthly statement.

The statement you obtain from the firm holding your Account will give the Payee name, payment amount and Process Date for each payment made through the Service. Your actual transaction description may vary, depending on the capabilities of that firm's statement processor.

3. Bill Pay.

You may initiate Payment Instructions through the Service, directing us to make one-time or recurring payments from your Account to Payees. Payees must meet our qualifications, as described more fully below.

In addition to these Terms and Conditions, your use of the Service to pay bills is governed by the instructions you receive through the Service.

You may make payments through the Service to any business, merchant or professional that generates a bill or invoice for products or services and that has an address we can verify (a "**Business Payee**"). You may also make payments through the Service to individuals, family, or friends for non-business purposes ("**Personal Payees**").

Payments may be made only to Payees with a U.S. mailing address. You may not use the Service to make a payment for alimony, child-support, taxes, or other governmental fees, court-directed payments or payments to settle securities purchases. You are solely responsible for any claims or damages resulting from your scheduling of these types of payments through the Service or from any payments to prohibited Payees, whether or not we make the payment, and even if the payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to whom you may direct a payment. We are not required to notify you regarding a prohibited Payee or any payment prohibited under these Terms and Conditions.

a. Your Personal Payee List. You must provide sufficient information about each Payee ("**Payee Information**") as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account ("**Payee Account**") to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payee account number. Changes to your Payee Information are generally reflected in the Service within one (1) Business Day after you make them. From time to time we may limit the number of Payees you may designate to receive payments through the Service. You authorize us to follow your Payment Instructions and to rely on the accuracy of all information you provide. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information that you provide. We reserve the right to select the method by which to remit funds on your behalf to the Payee.

b. Payment Limits. Individual payments may be made in any amount **not less than \$1.00** and **may not exceed \$25,000.00 in total on any Business Day**. Payments may not be in an amount that exceeds the Available Balance in your Account (which may include the amount of your available credit such as margin credit attached to the Account at the time the payment is initiated. You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same day and for the same amount.

c. Delivery of Your Payments. You may schedule payments on the day that you enter the payment information (a "**Same Day Payment**"), for a future date (a "**Future Payment**"), or to be automatically initiated in a fixed amount weekly, biweekly, twice a month, monthly, every four weeks, bimonthly, quarterly, semi-annually or annually (known as "**Recurring Payments**"), subject to the restrictions in this Agreement. Although you can generally enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on our Business Days. The date on which a payment is to be "**initiated**" is the date on which funds are to be deducted from your Account; in this Agreement, it is also called the "**Process Date.**"

After funds are withdrawn from your Account on the Process Date, we may remit your payments by Electronic Funds Transfer, by mailing the Payee a check drawn on an account we maintain for that purpose, or by other means. Because of the time it takes to transmit the payment to your Payees, they generally will not receive payment on the Process Date. This is the case regardless of whether the payment is a Same Day Payment, a Future Payment, or a Recurring Payment. Therefore, in order to provide sufficient time for payment to be received by your Payees, the Process Date for each payment should be at least five (5) Business Days before the Due Date. The "**Due Date**" is the date on which the payment must be received by the Payee to be considered "on time" under your agreement with the Payee, not including any grace period that the Payee may

provide before the Payee imposes a late fee or similar penalty. The first time you send a payment to a Payee using the Service, it would be helpful if you allow additional time. That would allow the Payee to adjust to the new form of payment.

d. Order of Payments. If more than one bill payment is scheduled for the same Business Day, we will, in our sole discretion, determine the order in which those payments are processed. You cannot control the order in which these payments are processed. Accordingly, if your Account does not contain sufficient available funds to complete all of your payments, any one or more of the payments may not be completed.

e. Same Day Payments. Same Day Payments must be entered into the Service by 1 p.m. (Central Time) on a Business Day in order for the payment to be initiated on that day.

f. Future Payments. You may schedule a payment to be initiated on any future Business Day (a "**Future Payment**").

g. Recurring Payments. You may schedule payments to be automatically initiated in a fixed amount weekly, bi-weekly, twice a month, monthly, every four weeks, bi-monthly, quarterly, semi-annually, or annually (a "**Recurring Payment**"). The date on which a recurring payment is scheduled to be initiated is referred to as the "**Recurring Payment Date**." If a Recurring Payment Date is a day that does not exist in a certain month, the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on the 28th of February (or the 29th, in a Leap Year), or the last Business Day of February, if the Recurring Payment Date falls on a day which is not a Business Day. If the Recurring Payment Date falls on a day other than a Business Day in any month, your payment will be initiated (i.e., the payment will be deducted from your Account) on the preceding Business Day. Thus, your actual Process Date for any month may not be the Recurring Payment Date. For example, if you schedule a Recurring Payment to be initiated on the fifth (5th) of each month, and August 5th is a Saturday, your payment for August would be initiated (deducted from your Account) on August 4th.

It also is important to note that differences in the days of the week can reduce the number of Business Days between your scheduled Recurring Payment Date in any particular month. In order to ensure that your Recurring Payments are always initiated at least five (5) Business Days before your payment Due Date, we recommend that you schedule the Recurring Payment Date to be at least ten (10) calendar days before the Due Date.

h. How to Cancel or Change Payments. The best way to cancel or change a previously scheduled payment is to do so in the Service itself. To cancel a "Same Day Payment," "Future Payment" or a "Recurring Payment"

that is scheduled to be processed that day, you must enter the information in the Service by 1 p.m. Central Time on the Business Day the payment is to be initiated. A “Same “Day Payment” may not be cancelled after 1:00 p.m. on the Business Day the payment is to be initiated. For Future Payments or Recurring Payments, if you enter the information after 1:00 p.m. Central Time on a Business Day, the instruction will be effective the following Business Day. Review the Payments screen, or the Recurring Payments tab in the Bill Pay section of Online Banking and select “Cancel.” In order to change the date or amount of a Recurring Payment, you must first cancel the Recurring Payment, and then schedule a new Recurring Payment to reflect the change. Any Recurring Payments already scheduled and displayed in Pending Payments will be processed and sent to the Payees unless you cancel each Pending Payment.

If you need further help to stop a Recurring Payment, you may call Investor Online Direct Support at the number shown at the end of this Agreement.

If you tell us to stop a payment made through Investor Online Direct by using a method other than by entering the change in the Service (such as by sending us a message using Secure Messages we do not recommend that you use Secure Messages for that purpose), you must notify us in time for us to receive your request three (3) Business Days or more before the Process Date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop a Recurring Payment three (3) Business Days before the Recurring Payment Date, and we do not do so, we will be liable only for your direct losses or damages.

We do not automatically cancel scheduled payments, including Recurring Payments, if you cancel the Bill Payment Service. You must specifically cancel all scheduled payments at the time you terminate the Bill Payment Service if that is what you intend. If you close the Account from which Bill Payments are made, you must arrange for payments to be made in another manner. We will not notify your Payees that you have cancelled the Bill Payment Service.

i. Limited Late Fee Reimbursement. We will reimburse Consumer customers who use the Bill Payment Service up to \$50 per payment, for any Payee-imposed late fee or portion of finance charges associated with the late payment amount that the Payee will not waive or reverse as a courtesy to you or to us or any third party and that was incurred by you due to a payment posting late. To be eligible for this reimbursement, you must have scheduled the payment resulting in such a fee in accordance with the times recommended in this Agreement and the instructions relating to the Service, and none of the circumstances excusing our timely performance set forth in the section of this Agreement below titled “**Bill Payments**,” “**Exclusions and Limitations on Our Liability in Processing Payments**” may be applicable. Reimbursement do not apply to

payments for alimony, child-support, taxes, or other governmental fees, court-directed payments or payments to settle securities purchases through the Service, payments to interest bearing accounts, or payments scheduled during any applicable grace period. (That is, if the Due Date for a payment is the first day of the month and your Payee provides a 15-day grace period before a late payment penalty applies, the payment must be initiated no later than 5 Business Days before the first of the month for reimbursement to apply). If we or any service provider we use erroneously caused a Consumer to incur the late fees or finance charges, then reimbursement up to \$50 will be returned to you.

If the late fees or finance charges are caused by your error, we will not be responsible for any reimbursement.

j. Failed Payments. If we are not able to make a payment as you directed, the transaction that you entered will be shown on the Payment History screen as a Failed Payment, and you will receive a notice of the failed payment when you sign into the Bill Payment Service. For example, if there are not sufficient funds in your Account on the Process Date or if other payments we have been asked to make on your behalf (such as checks you write or debit card transactions you make) would reduce the Available Balance below the amount required to make the payment, we may not make the payment. When a payment fails because of insufficient funds, we will attempt to make the payment on the following Business Day. If there are not sufficient funds in the Account on that date, your payment will not be attempted again. You will need to reschedule the payment or make other payment arrangements.

k. Payments That Are Not Completed. If we remit your payment to a Payee by mailing your Payee a check drawn on an account we maintain for that purpose and the check has not been presented to us for payment within 90 days after the Process Date, we will place a stop payment order on the check and mail you a refund check or deposit the amount of the payment into your account.

l. Authorization to Charge Your Account. You authorize us to charge the designated Account according to your Payment Instructions.

You agree that you will have funds available for each payment you make from the Account according to your Payment Instructions. Please check with your financial services firm regarding when funds are made available from deposits to your Account. Deposited or transferred funds may not always be made available on the day you make the deposit or transfer. If you do not have sufficient funds in the designated Account to cover a transaction, we decide, without notice to you and in our sole discretion, whether or not to complete the transaction, and we may make additional attempts to debit the Account for the amount. If we make a payment

on your behalf, and there are insufficient funds in your Account to cover the payment, you agree that your financial services firm may debit the payment through setoff from another Account you hold with that firm, as permitted by law and as set forth in other agreements applicable to your account(s). Your financial services firm may also debit associated service fees and charges, such as fees for insufficient funds ("**NSF**" or "**non-sufficient funds**") or overdraft items in accordance with its other agreements with you and its standard procedures. You remain liable to us for all funds we have advanced plus applicable cost of collection and attorney's fees, if allowed by law, until we are paid in full. Availability of funds in any of your other accounts with your financial services firm will not prevent us from rejecting a payment and/or you from incurring NSF or overdraft fees that may be imposed by the firm if you do not have sufficient funds in the Pay-From Account to cover a payment instruction. In addition, if your history of NSF activity is excessive we may, in our discretion, prohibit you from using the Service.

We shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in the Pay-From Account to process your payment instruction or because of incomplete or inaccurate information. You are responsible for either rescheduling the payment through Bill Pay or making alternate arrangements for the payment.

m. Exclusions and Limitations on Our Liability for Errors in Processing Payments. We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. If you follow the instructions in the paragraph above titled "Bill Payments," "How to Cancel or Change Payments" regarding how to stop a payment before the payment is initiated, and we do not do so, we will be liable for your direct losses or damages caused by our failure, except as otherwise limited in this Agreement. However, we will not be liable in any way for damages you incur (i) if you do not have sufficient funds in the Pay-From Account to make the payment on the Process Date, (ii) for delays in mail delivery, (iii) for changes to the Payee's address, account number or bank routing number unless you have advised us of the change sufficiently in advance, (iv) for the failure of any Payee to correctly account for or credit the payment in a timely manner, (v) if you have not provided correct payment information, (vi) if you have been advised that the payment processing center is not working properly but you execute a transaction anyway, or (vii) for any other circumstances beyond our control.

We are not liable for damages other than direct damages you may incur if we do not make a payment in accordance with these Terms and Conditions, such as incidental or consequential damages.

Our liability is further limited in the section of this Agreement titled "General Contractual Terms," in the subsections titled "Warranties" and "Limitations of Liability,"

4. Secure Messages.

You may communicate with us, and we may communicate with you electronically via Secure Mail through our "Secure Messages " page in Online Banking. Those messages are encrypted using standard encryption technology used in the financial services industry to protect your messages from being seen by others outside our organization.

If you send us a Secure Mail message, we will be deemed to have received it on or by the following Business Day. You agree that we will have a reasonable time to act on your email. **Therefore, we do not recommend that you use Secure Mail if you need to communicate with us immediately, for example, to report an unauthorized Payment Transaction from your Account.**

In order to reduce possible errors, we will not honor a request that you make through the Secure Messages to modify the amount or destination of a payment that you make through the Service, to set up or change a Payee, or to accept other Payment Instructions or to most other actions that have established menu functions within the Bill Payment portions of Investor Online Direct. You must use the applicable Service menu for those functions.

You may use Secure Messages to tell us to cancel a future dated or pre-authorized recurring transfer or bill payment, but we do not recommend that you use the Secure Messages in that manner. If you do, you must accurately identify the account from which the payment or transfer is to be made, the expected date of the payment or transfer, and if it is a recurring payment or transfer, whether all such future payments are to be cancelled or just the next scheduled recurring payment. If you don't tell us differently, we will assume that it is just the next scheduled recurring payment or transfer was intended to be cancelled. And your instruction must be received by us in Secure Messages at least three (3) Business Days before the recurring payment or transfer is scheduled to be processed.

Secure Mail messages sent to the Bank are the property of the Bank, and we reserve the right to delete such messages from the system from time to time.

We provide certain pre-selected topics for you to use when communicating with us about your Account, and we encourage you to use these topics, because they will help guide your message to the right customer service group. If we are unable to respond to your message without obtaining more information from you, we will either send you a response through Secure Messages, or we may call you at a telephone number that we have on file for you. You consent to our contacting you at any number that you provide to us in order to service your Account, including through the use of autodialers or other automated equipment.

If the subject matter of your message involves something that requires a response to be “in writing” under governmental regulations, you consent to our delivering the information to you electronically in the in Secure Messages. When we choose to send you information this way and not by sending the information through the US mail, we will send you an email message to the external email address that you have provided to us, telling you that you have an important message from us regarding your Account in Secure Messages. If we deliver a message to you in that manner, you will be deemed to have received our message in Secure Messages when we send you the email to your external email address you have provided, directing you to sign into Investor Online Direct and see the detailed information in Secure Messages.

5. Alerts.

Investor Online Direct provides you with security alerts that help protect your Account. Security alerts will be sent to the email address we have on file for you for this Service and will also be available in the Secure Messages feature of the Service.

a. Security Alerts.

Online Security Alerts help you monitor and protect your Account from unauthorized access. Typical security alerts include notifying the customer when a password has been changed, a computer browser is successfully registered for Investor Online Direct, a User login is disabled, or a User login is locked out, or a new User is created.

In some circumstances, when we perceive that unusual behavior may be occurring in one or more of your Accounts and time is of the essence, we attempt to contact you immediately to verify the activity or transactions in question, using any communication channel that is available to us.

b. Other General Information About Alerts.

Security Alerts apply only to your use of Investor Online Direct and the Account that you access through the Service. We will not include your full account number in an Alert; however, Alerts may contain your name and certain other information about your Account. Anyone with access to your email may be able to access the contents of the Alerts. It is your responsibility to secure and protect your computer or Mobile Device, your Security Credentials, and your email from unauthorized access, and to provide us with timely and accurate information for your email for delivery of Security Alerts in order to protect the confidentiality of your information.

If you require additional details about an Alert, you may send us a secure email through Secure Messages. You may also contact us at Investor Online Direct Support. We may change, suspend or terminate the Alerts service at any time without prior notice.

ANY ALERTS WE SEND TO YOU ARE PROVIDED AS A CONVENIENCE TO YOU AND/OR FOR ADDED SECURITY. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO SEND, MISDIRECTION, ERROR IN CONTENT, OR DELAY IN SENDING ANY ALERTS, INCLUDING ANY TYPE OF SECURITY ALERT, OR FOR ANY FAILURE OR DELAY IN YOUR RECEIPT OF AN ALERT OR FOR ANY ACTIONS YOU TAKE IN RESPONSE TO AN ALERT. WE DO NOT GUARANTEE THE DELIVERY OR ACCURACY OF THE CONTENTS OF ANY ALERT. YOU AGREE THAT YOU WILL NOT RELY EXCLUSIVELY ON RECEIVING ALERTS FROM US TO MONITOR YOUR ACCOUNT. IN NO EVENT WILL WE BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH OUR PROVIDING, FAILING TO PROVIDE, OR ERRORS IN PROVIDING ALERT SERVICES.

6. Mobile Access.

a. Supported devices.

You can access our Investor Online Direct Service by using a variety of supported electronic Mobile Devices. More information is provided on the Support Page at <https://investoronlinedirect.com/Support/Support>. You can get technical advice on Mobile Apps and the Web browsers that we support by calling us at the number for Investor Online Direct Support shown at the end of this Agreement.

Investor Online Direct is accessible through Mobile Applications (“**Mobile Apps**”) for selected mobile devices using Android™ or Apple® operating systems. Our Mobile App, if available for your Mobile Device and operating system version, will be made available through your device-specific App Store. Using a Mobile App also requires you have a data plan with your mobile carrier, and your mobile device must support Mobile applications.

We are not responsible if you attempt to access the Service using an unsupported mobile device.

b. Protecting Your Mobile Device.

Although your User ID can be saved within the Mobile Device, your Password is not and should not be saved to your device. For your security, we strongly recommend that you never save passwords on your mobile device. Your Investor Online Direct Password is protected by industry-standard encryption when entered on the mobile device.

If you change your phone number and you have that number enrolled to receive SMS/Text for secure access code delivery when you authenticate, you will need to delete the old number and reestablish with the new number. You can adjust the text number, voice number and email address using the Security Preference feature under Settings within Investor Online Direct.

You agree to indemnify, defend, and hold us, our affiliates and service providers harmless for failed, delayed or misdirected delivery of information because of any error you make in enrolling your Mobile Device in our Investor Online Direct Service or because you fail to update us on any change to your authorized Mobile Device.

c. Mobile Functions.

You can access our Investor Online Direct Service using the browser on your Mobile Device to view your bill payment transaction history and to pay bills in the same manner that you can when you access the Service through a personal computer and/or browser. Please refer to other sections of this Agreement regarding the limitations on the dollar amounts of bill payments you may make, and how to contact us if you believe a bill payment transaction reflected on your Account statement or in your bill payment history shown in the Service was unauthorized or incorrect.

d. Mobile Application Functions.

We support Mobile Apps for select devices. The App will offer the same functionality that is available through a browser on a mobile device.

e. Your Agreement with Your Mobile Service Provider.

You remain subject to the terms and conditions set forth by your mobile service provider (i.e. AT&T, Verizon, Sprint, T-Mobile etc.) or other unaffiliated party. Our agreement with you for Investor Online Direct does not change your obligation to comply with those separate terms and conditions. You are responsible for any fees imposed by your mobile communications carrier. Those charges may include data usages fees, text messaging (SMS) fees, etc. You must directly resolve any issues that arise regarding your mobile service with your mobile carrier; we do not provide that kind of support.

f. Software and Licenses.

You are entitled to a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to use the Investor OnlineDirect system we make available to you strictly in accordance with this Agreement for the purpose of conducting mobile banking transactions as described in this Agreement. You may use this license within the United States and its territories through any of our available mobile banking service channels, such as Text Messaging, Mobile Web or Mobile App. If your Mobile Device supports one of our delivered Mobile Apps, you will be required to download our Mobile App from the App Store each time that you replace your Mobile Device. We do not charge for downloading our Mobile App. If you change your mobile number and your old number is used for Secure Access Code delivery, you are required to update your mobile number using Security Preferences with in the Setting menu in Investor Online Direct. You may also contact us to change your telephone number by contacting Investor Online Direct Support found at the end of the Agreement.

g. Your Obligations Related to Mobile Banking.

Usage – Our Mobile Banking Service will not work unless used properly. You are responsible for learning how to use our Mobile Banking Service as explained in the Investor Online Direct Support section at

<https://investoronlinedirect.com/Support/Support/>. Additionally, you are responsible for making sure that you know how to use your mobile device and our Investor Online Direct software.

User Behavior – You agree that you will not use our Investor Online Direct service in any way that will (a) infringe any third-party copyright, patent, trademark, trade secret or any other proprietary rights, including any rights in the Mobile App Software downloaded from your device’s App Store, should you decide to use the Mobile App Software downloaded from your device’s App Store, should you decide to use the Mobile App mobile delivery channel, (b) be fraudulent or involve the sale counterfeit or stolen items, including, but not limited to, use of mobile banking to impersonate another person or entity (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) falsely represent yourself, be deceptive or inaccurate (e) create liability for us or our affiliates or service providers, or cause us to lose any part of the Service or services provided by our service provider; (f) be offensive, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to our Mobile Banking service (i) interfere with or disrupt Mobile Banking services of another user; or (j) use our Mobile Banking Service to gain unauthorized access to other computer systems.

User Security – You agree not to make your User ID and Password that you use to access your account available to unauthorized individuals. You are solely responsible for financial transactions authorized through your Mobile Device, including but not limited to bill payments and transfers. If you permit other individuals to use your User ID and Password to access the Service, you are liable for any transactions that they authorize against your Accounts. You agree to exercise caution when using the Service on your Mobile Device and to use good judgment when obtaining or transmitting information. We recommend that you lock your mobile device when a lock feature is available. We recommend that you delete Text Messages / SMS received through our Service once you have read them. You agree to notify us immediately if your enrolled mobile device is lost or stolen or if you change your telephone number, and you are using your telephone number for delivery of Secure Access Codes. You can enroll your new telephone number and delete your old telephone number using Security Preferences within the Settings menu within the Service.

If you believe that your use of the Service has been compromised in any way, you must immediately contact Investor Online Direct Support at the number provided at the end of this Agreement.

Proprietary Rights – You are entitled to use content delivered to your Mobile Device by us for Mobile Banking Services only. You may not copy, reproduce, create or distribute plagiaristic works from our content. You agree that you will make no attempt to reverse engineer our Mobile Banking Service technology, Software or Local App residing on a mobile device.

Indemnification – You agree to indemnify, defend, and hold us, our affiliates and service providers harmless from any and all third party claims, expenses, costs, liability and damages (including, but not limited to, reasonable attorney fees) arising from your use by any other person whom you have authorized to access your account information through our Mobile Banking Service (including, but not limited to, the Software and App), your violation of this Agreement or your infringement of any of our Intellectual Property Rights. We will not be liable to you for special, indirect or consequential damages.

h. Additional Mobile Banking Terms.

Service Availability – The availability, response time and proper functioning of our Mobile Banking Service depends on many factors including, but not limited to, your geographic location relative to your mobile carrier's geographic coverage, wireless network availability, signal strength and the hardware and software of the mobile device itself. Neither we nor our service providers warrant that the Service will operate without interruption, be free from error or will meet your expectations. You agree that neither we nor our service providers will be held liable for any loss or damage caused by our Mobile Banking Service not being available, or its failure to function properly, or for any actions taken in reliance thereon including, but not limited to, service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

Service Limitations – We will not be held responsible for the operation, security, functionality or availability of any wireless device or mobile network you utilize when accessing our Mobile Banking service.

No Service Warranty – Our Mobile Banking Service is offered “AS IS” without warranty of any kind, express or implied.

I. GENERAL CONTRACTUAL TERMS.

1. Transaction Limitations.

We may impose additional limits on the frequency, number, and dollar amounts of the Payment Transactions you can perform using Investor Online Direct, but those limits are not disclosed for security reasons. In addition, as noted herein, we reserve the right to refuse to pay any person or entity to whom you may direct a payment through the Service.

2. Accuracy of Information.

Account information you obtain through Investor Online Direct may not always be accurate or current. In addition, the balance in your Accounts may change at any time as we or your financial services firm process transactions or fees against your Account; therefore, the balance information provided to you through Investor Online Direct may become outdated. Investor Online Direct is not intended to be the primary electronic service you use to view transaction information in your Account or to get the latest balance information. You agree that neither we nor our Service Providers will be liable for any errors or delays in providing or updating account information available in Investor Online Direct, or for any actions you take in reliance on any such information as provided in the Service.

You are responsible for the accuracy of your data entry and use of Investor Online Direct when accessing Account and conducting transactions. We are not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.

3. Limitations on our Liability.

We will use reasonable care to comply with your instructions regarding bill payments. However, we will incur no liability (and no obligation to reimburse you for late charges or other losses you incur) if we are unable to complete any of your Payment Instructions due to the existence of certain circumstances. See the sections of this Agreement above titled "Bill Payment," "Exclusions and Limitations on our Liability in Processing Payments."

4. Liability for Loss of Data or Erroneous Data.

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of their respective computer system or third-party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or

consequential, which you may incur by reason of your use of your computer system or Mobile Device, including but not limited to damage or loss resulting from date-related problems.

5. Fees and Charges.

a. Fees.

We do not currently charge a fee for this Service. The financial services firm that holds your Account may charge you a fee for the Service. Please check with that firm's account executive regarding any applicable fees. We reserve the right to change any fees and charges at any time, and we will provide you with any notice required by law of any changes to our fees and charges. If neither your designated Account from which you initiate a transfer or payment, nor your Billing Account has a sufficient balance to pay all applicable fees and charges due, the financial services firm holding your Account may exercise the right to offset any unpaid amount against any of your other Accounts, as provided by law or the in that firm's agreement with you. Any applicable fees will be charged regardless of whether you use the Service during the billing period.

b. Third-Party Fees.

You understand that other agreements you may have with unaffiliated third-party service providers may include fees, limitations, and restrictions that might impact your use of Investor Online Direct (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Service, and you agree to be solely responsible for all such fees, limitations and restrictions.

6. Cancellation, Termination, or Suspension of Investor Online Direct.

You may cancel your use of Investor Online Direct by giving us at least 10 days prior written notice by telephone or in writing using the information in the "How to Contact Us" section below. You may also do so by emailing us via Secure Messages. You must tell us your name, address and the effective date of your cancellation.

You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Process Date within this ten-day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible

for payments with Process Dates during the ten (10) days following our receipt of your written notice of termination. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Account with the Company or Fund is closed or access to your Account is restricted for any reason. If you would like to transfer the Service to a different account at your financial services firm, you must contact your Investment Executive. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf. If your Service is terminated prior to the end of a month, you will be responsible for the entire monthly fee, if applicable.

We can refuse Online Banking Services to anyone, change the terms of this Agreement, and/or modify Online Banking or its Services and features at any time and without notice to you except to the extent that the law requires that we provide a notice to you. Except as otherwise required by law, we may also, in our sole discretion, terminate or suspend all or part of your use of the Service at any time without prior notice, with or without cause, and without liability to you. Without limited the generality of the foregoing modification, termination, and suspension rights, we may also suspend your access to Investor Online Direct, with or without notice to you, upon any actual threatened or suspected breach of the security of the Service, your computer or Mobile Device, or for any other conduct we deem to be inappropriate or detrimental to us, Service, or any other customer or service provider.

If more than one person can access an Account through Investor Online Direct, we reserve the absolute right to terminate all access to the Service upon the request of any owner (including any co-owner of the Account) or any other User. In addition, our service providers through which we offer various electronic or mobile payment services may terminate your access to Investor Online Direct and/or any of its services without prior notice to you, with or without cause.

Neither your cancellation nor our termination or discontinuation of the Service shall affect your liability or obligations that have accrued prior to the date of cancellation or termination under any of the provisions of these Terms which, by their nature or by express provision, are intended to survive cancellation and termination. You will remain liable for payments, transfers and other transactions in process and for the payment of any accrued fees and charges.

7. Notices.

Any notice we give you concerning Investor Online Direct and/or your Account is effective (i) when we send you a Secure Message in the Secure Messages feature in online banking or an email to your email address of record, (ii) when you access or use the Service after the effective date of a notice that is posted on our Investor Online Direct web site, or (iii) when we mail or deliver the notice to you at the mailing address we have for you in our records.

When applicable, we will send you notices in accordance with Regulation E and/or the Electronic Fund Transfer Act, which both govern Consumer accounts. Any notice we send you will be deemed to have been received by you at the earlier of (i) when the notice has been sent to your computer, e-mail address, Mobile Device or to Secure Messages in the manner that you have requested, and in accordance with the terms of any E-SIGN Consent that you have provided, or (ii) within three days of being sent through the mail. If your Account has more than one co-owner, notice to any one co-owner will be considered effective notice to all.

A notice that alerts you to availability of a disclosure on an Internet web site (including our Secure Messages feature in online banking) and that provides you with the web site address of where you can retrieve the disclosure, in lieu of sending you the entire disclosure, will be sufficient notice, if you have consented to receive notices from us electronically.

8. Tell Us When You Change Your Contact Information.

You agree to notify us promptly of any change in your personal or business information, including your email address and telephone number, as this information is relevant to Investor Online Direct. Access the My Profile feature within Settings to change your contact information for your email address. Access the Security Preferences feature within Settings to change your delivery information for secure access code delivery. You may also contact Investor Online Direct Support at the number provided at the end of this agreement. We provide the address we have on file for you in the My Profile feature within Settings in online banking, if you need to change that address, please contact the Account Executive at your financial services firm to update.

9. Joint and Several Liability.

If your Account has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Investor Online Direct to access the Account.

10. Monitoring.

Except to the extent prohibited by law, we reserve the right to review and/or monitor transactions and instructions submitted via Investor Online Direct for security, legal, compliance, fraud, and related purposes.

11. Service Providers – Third-Party Beneficiaries.

You agree that our service providers may rely upon your agreements, representations and warranties in these Terms, and such service providers are third-party beneficiaries of such agreements, representations and warranties with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

12. Interruption of Service.

We make no representation or warranties that the Service or any of its features will be uninterrupted or error free. We may on a regular basis perform maintenance on our equipment or system which may result in errors or interrupted service on Investor Online Direct. We also may need to change the scope of our services from time to time. We will attempt to provide prior notice of any interruptions and maintenance-related changes but cannot guarantee that such notice will be provided.

We shall not be liable for any failure of ours or of our service providers to perform our obligations under these Terms due to the occurrence of an event beyond our control (including without limitation fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, or riots). Our sole obligation to you arising out of (i) the non-availability of Investor Online Direct, or (ii) an interruption or delay in providing the Service shall be to use commercially reasonable efforts to resume such Service as soon as reasonably practicable.

13. Warranties.

WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING INVESTOR ONLINE DIRECT, ANY OF THE SERVICES OR FEATURES ACCESSED THROUGH SOFTWARE, WEB BROWSERS, APPS ACCESSED THROUGH THE INTERNET, OR ANY INTERNET SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT REQUIRED BY LAW. ALL IMPLIED WARRANTIES ARE DISCLAIMED.

IN NO EVENT SHALL ANY LICENSOR OR SERVICE PROVIDER OF ANY SOFTWARE OR SERVICE PROVIDED BY OR THROUGH US HEREUNDER BE LIABLE TO YOU FOR ANY ERROR, LOSS OF DATA, MALFUNCTION, OR DEFECT OF OR CAUSED BY SUCH SOFTWARE OR SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF INVESTOR ONLINE DIRECT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF INVERSTOR ONLINEDIRECT WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF INVESTOR ONLINE DIRECT IS AT YOUR SOLE RISK. INVESTOR ONLINE DIRECT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OR IN CONNECTION WITH THE USE OF INVESTOR ONLINE DIRECT IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE OR OUR SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE.

14. Limitation of Liability.

THE FOREGOING SHALL CONSTITUTE OUR, AND OUR SERVICE PROVIDERS', ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH YOUR USE OF INVESTOR ONLINE DIRECT. EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS OR AS REQUIRED BY LAW, IN NO EVENT SHALL THE BANK, ITS HOLDING COMPANY, AFFILIATES, SUBSIDIARIES OR SERVICE PROVIDERS, OR ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTOR(S) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF), ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY COMPUTER EQUIPMENT, ONLINE BANKING, AND/OR ANY SERVICE YOU MAY ACCESS OR OBTAIN THROUGH INVESTOR ONLINE DIRECT, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF INVESTOR ONLINE DIRECT AND/OR ANY OF ITS SERVICES AND FEATURES (INCLUDING ANY SOFTWARE OR

MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE SERVICE.

15. Indemnification.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND/OR COSTS OF EVERY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF INVESTOR ONLINE DIRECT, OR THE USE OF THE SERVICE BY ANY OF YOUR CO-ACCTHOLDERS, REPRESENTATIVES, USERS OR ANY OTHER INDIVIDUAL WHOM YOU HAVE PERMITTED TO USE INVESTOR ONLINE DIRECT, OUR RELIANCE ON YOUR PAYMENT INSTRUCTIONS, YOUR BREACH OF THESE TERMS AND CONDITIONS, THE PERFORMANCE OR NON-PERFORMANCE OF OTHER FINANCIAL INSTITUTIONS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

16. Assignment.

You may not assign these Terms to any other person or entity (in whole or in part and including by sale, merger, consolidation, or other operation of law). Any assignment in violation of the foregoing will be null and void. We may assign these Terms to any company with which we are directly or indirectly affiliated or to any party that assumes our obligations hereunder. We may also assign or delegate certain of our rights or responsibilities under these terms to independent contractors or other third parties.

17. Entire Agreement.

Except as set forth in the following sentence, these Terms and Conditions and any referenced agreements are the entire agreement between you and us with respect to Investor Online Direct and all of its services and features. These Terms and Conditions supersede any marketing or other similar material pertaining to the Service, whether delivered to you in writing, verbally or obtained on our Internet web site or the site of an Internet service.

18. Severability.

If any provisions of these Terms are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

19. No Waiver.

We will not be deemed to have waived any of our rights or remedies under these Terms unless we send the waiver to you by Electronic Message or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

20. Governing Law.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Missouri and applicable federal law. Please note that your Account, and the products or services that you receive from your financial services firm that holds the Account that are accessed through Investor Online Direct, may be governed by the laws of other jurisdictions, as set forth in the agreements governing those products or services.

21. Copyrights and Usage Obligations.

The content and information on our Investor Online Direct website and any application is copyrighted by UMB Financial Corporation and or its service providers, and the unauthorized reproduction, distribution of or creation of derivative works from any portions is prohibited.

Investor Online Direct is for your use only. You agree not to resell your use of the Service. You are permitted to use content delivered to you through Investor Online Direct or any of its services only in connection with your proper use of the Service. We reserve the right to block your access to Investor Online Direct if we or our service providers have reason to believe you are misusing the Service or otherwise not complying with these Terms.

You agree not to use Investor Online Direct or the content or information delivered through the Service in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other Intellectual Property Rights or rights of publicity or privacy, including any rights in the Investor Online Direct software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to Investor Online Direct, (ix) interfere with or disrupt the use of Investor Online Direct by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).

J. HOW TO NOTIFY US IF YOU SUSPECT THAT UNAUTHORIZED ACTIVITY HAS OCCURRED ON YOUR ACCOUNT.

1. Error Resolution Procedures. Tell us **AT ONCE** if you believe any of your Security Credentials have been lost or stolen or that someone, without your permission, has paid a bill from your Account using the Service. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus the maximum amount of any margin line of credit linked to your Account for overdraft protection transfer purposes).

Please contact us immediately at Investor Online Direct Support if your card has been lost/stolen or your account has been compromised. Once you notify us of a lost or stolen card, we will work to make sure the card gets shut down to help prevent fraudulent activity from occurring. Call us at the number provided in the **“Contact Us section”** at the end of the Terms.

Consumer Liability for Unauthorized Transfers. If you are a Consumer customer and believe one or more of your Security Credentials has been lost or stolen, and you tell us within two Business Days after you learn of the loss or theft, you can lose no more than \$50 for unauthorized transactions using your Card. However, if you do NOT tell us within two Business Days after you learn of the loss or theft of your Security Credentials, and we can prove we could have stopped someone from using your Security Credentials without your permission if you had told us, Consumer customers could lose as much as \$500 from the unauthorized transactions. Losses

could include not only the money in your Account, but also advances on any margin credit line associated with your Account to provide overdraft protection.

Your financial services firm will send you a monthly Account statement unless there are no electronic fund transfers in a particular month. In any case, the firm will send you a statement for your Account at least quarterly. (For customers who have elected to receive e-Statements, those statements will be delivered electronically. The statement will include all payments you initiated through Investor Online Direct. If your statement shows bill payments involving the Service that you did not make, including those made by use of your Security Credentials, tell us at once. If you are a Consumer customer and you do not tell us within 60 days after the statement documenting the electronic funds transfer was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. However, if a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Errors or Questions. If you think your statement or any account or transaction information reflected on Investor Online Direct is wrong or if you need more information about a listed bill payment transaction, CALL US IMMEDIATELY at Investor Online Direct Support. Alternatively, you may write us at the address in the Contact Us section at the bottom of these Terms.

We must hear from you no later than 60 days after we make available to you the FIRST statement on which the problem or error appeared. When you notify us: (i) tell us your name and account number, (ii) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is an error or why you need more information, and (iii) tell us the dollar amount of the suspected error. If you tell us in person or by telephone, we may require that you follow up your oral notice or questions in writing. If we require written notice, we must receive this writing within 10 Business Days of your oral notice.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, and your Account is a Consumer Account, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not provisionally credit your account. For errors involving new accounts, we may take up to 90 days to investigate

your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

2. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Accounts or the transactions you make:

- a. Where it is necessary for completing a transaction or for administering your Account; or
- b. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
- c. In order to comply with the order of a governmental agency or court or a subpoena; or
- d. If you give us your written permission; or
- e. To the financial services firm that holds your Account, and its statement processor; or
- f. As provided in our Privacy Policy; or
- g. As otherwise provided by Missouri or federal law.

K. ADDITIONAL LIMITATIONS ON OUR LIABILITY FOR BUSINESS ACCOUNTS.

1. Regulation E and the Electronic Funds Transfer Act Do Not Apply to Business Customer Use of Investor Online Direct.

The consumer protection provisions of the federal Electronic Fund Transfer Act and the Bureau of Consumer Financial Protection's ("CFPB") Regulation E apply only to Electronic Fund Transfers involving checking and savings accounts established primarily for personal, family or household purposes. If your Account is owned by an entity instead of by a natural person, or if it was established or is used primarily for business, commercial, agricultural or governmental purposes, then the provisions of Regulation E and any similar state laws or regulations do not apply to you, and any bill payment initiated or processed through Investor Online Direct with the use of your Security Credentials will be considered an "authorized use." Your liability for any bill payment

transaction relating to that Account will be unlimited, notwithstanding the provisions of the federal Electronic Fund Transfer Act, Regulation E, similar state laws or regulations, or any standardized literature or disclosures we may send you. Business clients are be fully responsible for the security of their Security Credentials issued in connection with their Account, whether the transaction or the use of the Security Credentials was in fact authorized or unauthorized. Business Customers may limit their continued liability for unauthorized transactions by notifying UMB Bank in writing of the claim of unauthorized activity and will not be responsible for unauthorized activity that occurs after our receipt of your notice and after we have had a reasonable period of time to act on the notice. We retain the right to investigate any claim that an electronic fund transfer accomplished through use of your Security Credentials is unauthorized, and we are not required to provide you with provisional credit during our investigation.

The limitations on our liability set forth in this subsection are in addition to, and not in place of, other exclusions and limits of liability set forth in these Terms and Conditions.

L. HOW TO CONTACT US.

Investor Online Direct Support

Need to talk to a representative about Investor Online Direct right away? Call us at 1-866-556-7758 for immediate assistance.

Contact your Investment Executive if you have questions regarding your Investor Account.

Investor Online Direct Questions

866-556-7758

Monday - Friday 7:00 AM - 8:00 PM CT

Saturday 8:00 AM - 5:00 PM CT

Debit Card Questions

800-449-9176

Monday – Friday 7:00 AM – 7:00P PM CT

If you believe your security credentials have been lost or stolen or that someone has transferred or may transfer money from your Account using the Service without your permission, call Investor Online Direct Support at 866-556-7758. Also, in case of errors or questions about your electronic transfers or payments, you can call us or write to:

Investor Online Direct Support
Dept. 118, Mail Stop 1110402
PO Box 419226
Kansas City, MO 64141-6226

REV 07.08.2020