

AmBank Digital Banking User Agreement

Electronic Fund Transfers Disclosure

Disclosure Rules and Regulations

1. USING AMBANK DIGITAL BANKING

(a) General: You can use American Bank & Trust Company, N.A., Digital Banking (also referred to as "AmBank Digital Banking" or "bill payment") to perform the transactions described within this disclosure. Before you use Digital Banking, you must read this Disclosure. You and others you permit to use AmBank Digital Banking agree to abide by these terms and conditions. If you do not agree to accept the terms and conditions, you may not use AmBank Digital Banking. We may terminate this User Agreement if you fail to comply with the terms and conditions of this User Agreement or for any other reason. These terms and conditions are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your bank account.

American Bank & Trust Company, N.A., maintains the digital banking site (Also referred to as "The Site") to provide you with information about its products and services and to facilitate communication with you. Product offers, rates, terms and other information provided on the Site are subject to change without notice. We reserve the right to change, update, add or remove portions of these terms and conditions at any time. Please check the site periodically for changes. Not all products or services described on the site are available in all geographic areas. You may not be eligible for all the products or services described. We reserve the right to determine eligibility for any product or service.

The following is a description of the types of Electronic Fund Transfers we offer and support, some of which may not apply to your account. Please read this disclosure carefully. It tells you your rights and responsibilities for the transactions listed. You may print or download a copy of this agreement for your records.

BY USING THE SITE, YOU AGREE TO PAY ON DEMAND, OR HAVE CHARGED TO YOUR ACCOUNT, ANY AND ALL SERVICE CHARGES, NON-SUFFICIENT FUNDS FEES, RESEARCH FEES, CORRESPONDENCE FEES, AND/OR ANY OTHER SERVICE FEES AS A RESULT OF USE OF THE SERVICE AND/OR BILL PAYMENT, AS CONTAINED WITHIN THESE DISCLOSURE RULES, AND/OR THE SCHEDULE OF FEES. BY USING THE SITE, YOU AGREE THAT THESE FEES AND/OR SERVICE CHARGES ARE NON-WAIVABLE AND/OR OTHERWISE NON-REFUNDABLE BY THE BANK OR AGENT THEREOF.

(b) Computer and Mobile Requirements: In this Disclosure, your hardware and the related software are referred to collectively as your "device". You may need specific hardware or software in order to receive your monthly account statements online. Certain providers or texting browsers may not be supported by our service. You are responsible for any hardware and software necessary to access and use the Site as well as for the maintenance and operation of your device. You are responsible for the purchase and maintenance of your device and for any contracts with your telecommunication carrier necessary to operate your device.

Your Responsibility for Security: Your devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your device is protected from and free of viruses, worms, trojan horses, or other similar harmful components that could result in

damage to programs, files and/or your device, or could result in information being intercepted by a third party. We are not responsible if any non-public personal information is accessed due to any virus residing or being contracted by your device at any time or from any source.

Please refer to our consumer alert pages for more detailed information and how you can protect yourself against device malware. Use of secure sites and bill payment require your device to set a secure "session cookie". If you otherwise restrict use of session-cookies on your device, you may not be able to utilize all services. The bill payment module utilizes enhanced features and tools which call for a separate window to open. Disallowing pop-up windows to occur while using the bill payment module may keep certain features from functioning properly. You may want to consider allowing pop-ups for the bill payment module.

(c) Business Days: In this Disclosure, a business day is defined as any day on which the offices of American Bank & Trust Company, N.A. are open to the public for carrying on normal business functions. Our business days are Monday through Friday, except certain federal holidays.

(d) Access to Digital Banking: You can use your device to access AmBank Digital Banking & Bill Payment 24 hours a day, 7 days a week, except during any special, scheduled or unscheduled maintenance and/or downtime periods, Internet Service Provider (ISP) issues, acts of nature, or geo-political involvement otherwise restricting or prohibiting our servers from processing or receiving your log-on request. If you wish to use Digital Banking, you are required to electronically enroll by filling out the secure enrollment form on our website,

located at <https://www.goambank.com/>, with your required information, to authorize use of the service.

Any and/or all debit or credit transactions performed after 10:00 PM Central Time will be processed as part of the next business day. Bill payment requests submitted after 3:00 PM Central Time for checks or 5:00 PM Central Time for electronic items, will be processed as part of the next business day. American Bank & Trust Company, N.A. reserves the right to change these cut-off times.

(e) Eligibility: You must be a signer or owner on an account in order to access AmBank Digital Banking. For account transfer privileges, we must review account ownership for both the source account and the target account prior to allowing you to transfer funds. We reserve the right to deny account linkage and account transactions under certain circumstances.

(f) User Profile, User ID, Password and Secure Sign-On: To enroll in and use AmBank Digital, you will create a User Profile with a User ID and a Password for access. Your User ID must be between 8 and 32 alphanumeric characters. Your User ID must also contain at least 2 numbers and 2 letters. Your User ID is case sensitive. Your Password must contain at least 1 number and 1 letter. Passwords are case sensitive and cannot begin or end with a period or a space. For your protection, you will be required to change your Password once every 365 days. Once you have entered and confirmed your User ID and Password, click "Submit" to transmit the information. To assure the privacy of your account information, you may be required to complete the "Step Up" security information that verifies your identity through the use of qualifying questions, or a phone call, text, or email that requires a secured code to recognize you or your device. Upon completion of Secure Sign On, click "Submit".

On some devices, once your User Name and Password have been established, you can set up login via biometrics or a PIN code.

(g) Account Owner's Responsibility: If your account is a joint account and/or requires two or more signatures for any bank debits, you agree that your individual User ID and Password will be your collective authorization for any AmBank Digital Banking access, transfers or authorization. If more than one of you uses AmBank Digital Banking, you agree that any authorized account owner can access all of the funds held in the linked accounts for AmBank Digital Banking purposes. You are responsible for all transfers and payments you authorize using AmBank Digital Banking. If you permit other persons to have knowledge of and use your User ID and Password to access AmBank Digital Banking, you are personally responsible for any transactions they authorize to or from your linked accounts. You should never share your User ID and Password with anyone else. Each authorized individual should separately enroll and obtain a unique User ID and Password for accessing AmBank Digital Banking.

(h) Automatic Transfers, Payments and Deposits: You may make electronic transfers to and from your checking, savings and money market accounts. You may make regular payments out of these accounts to pay amounts you owe us on certain loans, and/or to pay amounts you owe to a third party. We have the right to decide which third parties we will permit pre-authorized or automatic transfers to be made to. There may be withdrawal limitations on your type of account. Please refer to the "All about your deposit account" disclosure or contact any branch location for assistance. If your account is linked to a loan account, you must use the loan transfer option to make payments through this service.

(i) eStatement establishment: If you wish to receive your account statement digitally, you will need to review our Online Statement Disclosure (below) and activate this feature by enrolling in Online Statements. Select Statements on the side navigation panel to begin enrollment. Included among the E-Sign Act's provisions is a section addressing the use of electronic records for an institution, such as American Bank & Trust Company, N.A., that wishes to exclusively provide electronic disclosures to consumers in lieu of written disclosures. Specifically, Section 101 (c)(1) of Title I allows American Bank & Trust Company, N.A., to issue electronic records to a consumer to satisfy any statute or regulations that requires such information to be in writing, after first obtaining the consumer's affirmative consent. If, after establishing your account statements online, you desire to re-establish receiving your paper account statement, select statements on the side navigation panel to begin enrollment back to paper statements.

Before you can grant your affirmative consent, American Bank & Trust Company, N.A., must provide you with the following information:

- You have the right or option to receive a disclosure in paper form upon your request. In order to receive a disclosure in paper form, please notify us of your request by contacting us at 877-626-2265 or in writing by going to our website www.goambank.com and clicking on the contact us form. You may also contact your local branch location.

- If you desire to receive your required account disclosure or account statement in paper form or in both paper and electronic form (on applicable accounts), the bank reserves the right to charge you in accordance with its published fee schedule.

- Your consent applies only to your deposit account relationship(s) with us, unless arranged otherwise.

- You have the right to withdraw consent to have records provided electronically. There is no associated service fee assessed to withdraw consent. In order to withdraw consent, please contact 877-626-2265 or in writing by going to our website www.goambank.com and clicking on the contact us form. You may also contact your local branch location.

- After receiving your consent, if we are unable to deliver disclosures provided electronically to the e-mail address you have provided us with for delivery, it is your responsibility to contact us and provide us with an updated e-mail address for electronic delivery. If you are unable to contact us, we will attempt to deliver your disclosures to the most recent U.S. postal address on file for your account.

- Hardware and software requirements for access to and retention of the electronic information: American Bank & Trust Company, N.A. allows a wide variety of operating systems (OS) and internet browsers. American Bank & Trust Company, N.A., suggests you use the latest commercially accepted browser versions offered by the vendor. Non-support of a browser / operating system (OS) is based on the life cycle prescribed by the browser / OS vendor. Exception to this rule is based on security issues deemed unacceptable by us. American Bank & Trust Company, N.A., may elect to continue testing vendor non-supported browser versions for critical issues based on measurable server traffic. Issues identified for vendor non-supported versions may be beyond the control of American Bank & Trust Company, N.A., to address. American Bank & Trust Company, N.A. also recommends that your device have adequate memory, security and storage capacity for your archives, if desired. This information may be updated periodically when changes occur.

You will need Adobe® Acrobat Reader in order to view your electronic documents. If you do not currently have Adobe® Acrobat Reader, please click on the following link:

<https://get.adobe.com/reader/>

Please also see the Limitations on Frequency of Transfers section regarding limitations that apply to computer transfers.

These features of AmBank Digital are limited to the extent, and subject to the terms, noted below: (1) Transfer Funds. Your ability to transfer funds between certain accounts is limited. (2) Not all transfers are immediate. Scheduled transfers, if available, are not immediate, and process on the settlement business day you designate. Use of the scheduled transfer option may affect your funds availability, and/or may result in NSF fees to your account. For immediate transfer of funds, use the transfer option or link. Transfers are effective within the current business day that they are initialized. (3) Account Information. The account information that you access via AmBank Digital will generally be current through the close of the most recent business day ended prior to your information inquiry. Balance information provided via AmBank Digital Banking is defined as follows: Ledger balance - today's beginning balance calculated after all previous day's credits and debits have been posted to the account; Current balance - the ledger balance, +/- the current day's net transaction activity; Available balance - the ledger balance minus any checks deposited but not yet made available for the use of the account holder, as well as other credits that have not yet been posted to the account. The ledger balance is first available for access at 6:00 AM Central Time. Loan payments or loan payment transfers you make may have a one (1) business day delay in the reported display of credit activity and/or posting.

(j) Confidentiality of User Communications: We will use reasonable efforts to keep any communication, which contains non-public personal user information, or material you transmit to us via our website located at <https://www.goambank.com/> or AmBank Digital Banking confidential, except as required by law or as otherwise specifically agreed. Please also view the Bank's Privacy Statement for detailed information. We are committed to protecting the security and confidentiality of information about your accounts. We identify users by their unique User ID, Password and Secure Sign On. All transactions initiated with your User ID and Password will be attributed to you. You agree not to give or make available your User ID and Password to any other individuals, including household members, friends, relatives or anyone claiming to represent American Bank & Trust Company, N.A.

(k) Disclosure of Account Information to Third Parties: In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

1. for certain routine disclosures necessary for the completion of a transfer; or
2. for verification of the existence and condition of your account for a credit bureau or merchant; or
3. to persons authorized by law in the course of their official duties; or
4. to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
5. pursuant to a court order or lawful subpoena; or
6. to a consumer reporting agency as defined in Iowa law; or

7. by your written authorization which shall automatically expire 45 days after our receipt of your authorization.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within three (3) business days after we have discovered that an unauthorized disclosure has occurred.

(l) Access Termination: If you do not utilize your AmBank Digital access by use of your valid User ID, Password and Secure Sign On, at least once every 180 days, the Back Office Support Department may initiate action to delete your User ID and Password as a security measure without prior notification to you, and your authorization for AmBank Digital access will be deleted. If your access is deleted, this will remove all current information for bill payment from our system and we will be unable to recover or reproduce the information for you. If your AmBank Digital access is deleted, this will also remove all current information for online statements, iCan pay a person, external transfers, and all other related electronic services you may have from our system and we will be unable to recover or reproduce the information for you. If you wish to re-use AmBank Digital, you will be required to electronically re-enroll using the secure enrollment form on our website to re-establish the use of the online service.

(m) Fees: Your account will be governed by the agreements, disclosures and other documents provided to you in connection with the opening of your account or subsequent notifications. You will be notified accordingly if our fee schedule changes in the future and includes access or transaction charges for AmBank Digital.

(n) Links to Other Sites; Any hyperlinks to external websites are provided solely as a convenience to our users. We try to determine that these links function properly. However, linked sites are not under our control, and we are not responsible for the contents of any linked site, or any link contained in a linked site. Even if you access a site by means of a link provided by our site, you are responsible for confirming the identity and authenticity of any site you visit. The inclusion of a link does not imply or constitute an endorsement by us of that institution, company or entity, its ownership or management, the products or services it offers, or any advertisers or sponsors appearing on that institution's, company's or entity's website.

(o) Ownership of Copyrights and Trademarks: Copyright in the pages, screens, text and images appearing in our website, and their arrangement, is owned by the Bank or others as indicated, and is protected by U.S. and international copyright laws. The trademarks, logos and service marks ("Marks") displayed on our website are the property of the Bank and other parties. Users are prohibited from using any Marks or copyrighted material for any purpose without the prior written permission of the Bank, and users are specifically prohibited from modifying, copying, distributing, transmitting, displaying, creating derivative works or using any content available on or through our website for commercial or public purposes.

(p) No Warranty. WE AND OUR LICENSOR PROVIDE AMBANK DIGITAL BANKING "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER WE NOR OUR LICENSOR SHALL BE LIABLE FOR ANY

INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF THIS SERVICE.

In addition, unless otherwise provided by statute, your sole remedy, financial or otherwise, for any damage or claim arising out of any defect with the use of AmBank Digital shall be limited to our reprocessing the affected data or transaction at no cost to you.

(q) Limitation of Liability. We will not be liable for failure to provide access or for interruptions in access to our website due to a system failure, other unforeseen acts or circumstances or a malfunction of your device or any system you use, including your browser, internet service provider or other software you use. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall we or our supplier be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character, including, without limitation, damages for loss of goodwill, loss of use, data, profits, work stoppage, computer failure or malfunction, or any and all commercial damages or losses. We are also not responsible for any electronic virus, viruses, spyware or adware that you may encounter. We strongly suggest that you routinely scan your device using a virus protection product and/or a spyware detection program.

2. ACH TRANSFERS & PAYMENTS

(a) General: AmBank Digital Banking allows you to initiate monetary transfers between us and other financial institutions. Some electronic payment transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). All electronically initiated ACH payments are subject to Federal Banking Regulations concerning initiation and their setup, processing, transfer, and cancellation, if applicable.

(b) External Transfers: You must be 18 years of age to enroll in and/or to use the external transfer feature. You will need to follow the instructions that are provided during set up. You can complete a one-time transfer. The per item limit will be \$5,000.00, daily limit will be \$10,000.00. If you have account(s) that have withdrawal limitations, please review the "All About Your Deposit Account" disclosure to review those withdrawal limitations prior to initiating external transfers.

(c) Consumer ACH transfers. You must be 18 years of age to enroll in and/or to use the external transfer feature. You will need to follow the instructions that are provided during set up. You can complete a one-time transfer. The per item limit will be \$2,500.00, daily limit will be \$5,000.00. If you have account(s) that have withdrawal limitations, please review the "All About Your Deposit Account" disclosure to review those withdrawal limitations prior to initiating external transfers.

(d) ACH Fees: Currently, there are no ACH transaction fees assessed by American Bank & Trust Company, N.A., in conjunction with your use of AmBank Digital.

(e) Pay a Person: Payments sent to an email address or mobile phone number require that the recipient claims the funds within ten (10) calendar days. The recipient is directed to the service site in order to claim their funds and may choose how to receive the funds. The recipient can claim the funds either by ACH with their account and routing number or as a real time payment with a debit card. The per item limit will be \$1,000.00. You can cancel the payment up to the time the payment is claimed by the recipient. If the funds are not claimed or canceled, the funds will be processed back to the account from where they were sent.

(f) Pay a Customer: This is a feature where you can make a transfer to another American Bank and Trust customer account that is not directly tied to you or your profile. The American Bank and Trust recipient would need to provide their full account number and last name for you to complete a pay a customer transfer.

We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction or you go over the transfer limitations above. You agree not to use AmBank Digital to initiate a transaction that would cause the balance in your designated account(s) to go below zero. You will lose access to transfer capabilities should your AmBank Digital profile be revoked or deleted by American Bank & Trust.

You understand and agree that we are relying upon the information you provide when originating a payment on your behalf. Any errors, including incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers are your responsibility. You understand and agree that we have no responsibility to investigate discrepancies between names, email addresses, mobile phone numbers or account numbers except as required under applicable law. You further understand that financial institutions holding recipient accounts are not responsible for investigating discrepancies between names and numbers. We are not responsible for the acts or omissions of any other person, including any transmission or communications facility, and no such person shall be deemed to be our agent.

3. USING AMBANK DIGITAL CHECK DEPOSIT

Mobile Deposit User Eligibility: Individuals, who are using digital banking and possess proper authorization to access deposit accounts established for household purposes, are eligible to use AmBank's Mobile Deposit service within digital banking.

Paper Negotiable Items Eligible for Mobile Deposit: An "item" means a check, money order, cashier's check, official check, U.S Treasury check, or any other payment instrument drawn in United States Dollars ("USD") for a sum certain amount on a financial institution within the United States from a Payer to you, as the item's named Payee, that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an item, in addition to other required information as specified by AmBank from time to time. The Item must be made payable to only you or a proprietorship reflecting your name. If the item is payable to a joint payee, that person must also have a joint ownership interest in the account that the item is being deposited in.

In order for an item to be processed for Mobile Deposit, it must be restrictively endorsed in the proper location on the back of the Item with the following words: "FOR MOBILE DEPOSIT ONLY" with the handwritten endorsement signature(s) of the item's named Payee(s) appearing immediately above the "FOR MOBILE DEPOSIT ONLY" printed text. Use black or dark blue ink when endorsing an item for deposit. By endorsing the item as a named Payee you hereby warrant the authenticity and genuineness of any other third-party named Payee's endorsement signature appearing on the back of the item as a prior endorsement guaranteed in your capacity as a holder in due course of the item you are presenting to AmBank through Mobile Deposit.

Non-Eligible or Rejected Items: The items you deposit through Mobile Deposit cannot be future or post-dated. Do not deposit items that have previously been submitted through

Mobile Deposit or through a remote deposit capture service offered at another financial institution. An otherwise negotiable item, such as a non-personalized temporary check form or counter check form, that does not bear a serial number on the face of the item in the upper right-hand corner and within the Magnetic Ink Character Recognition (“MICR”) data field reserved for the item’s serial number near the bottom edge of the item’s face is not eligible for you to deposit through Mobile Deposit.

An item that has handwriting or printing, other than standard MICR numbers and symbols appearing within the MICR fields reserved to facilitate transaction processing, on the item’s face may reject when you attempt to deposit through Mobile Deposit.

The service will only be provided for items received (i) by you for personal, family or household purposes, and (ii) by you as a household small business proprietorship doing business under your personal name and corresponding social security number for low volumes (typically 3 items or less per business weekday) of deposited items.

Non-eligible or rejected items must be presented by you over the counter to the staffed teller services department at an AmBank retail office for deposit.

Mobile Deposit Processing: Mobile deposit processing means the specific service(s) provided through Digital Banking by AmBank, including electronic check conversion and image archive systems that allow the use of a mobile device to obtain and transmit the front and back images of items and accompanying transaction data for the purpose of delivery to AmBank for clearing as an “IRD” or “Image Replacement Document.”

One item, comprised of a front side and back side document image conforming to current banking industry image quality standards, can be deposited to your selected eligible account per remote deposit transaction.

Mobile deposit transactions submitted by 4:30 PM Central Time on business weekdays (excludes Saturdays, Sundays and observed federal holidays) will be processed for acceptance and provisionally credited on the business date of submission.

The original document should not be destroyed for five business days in the event the mobile deposit document is rejected for a correctable item rejection issue.

Mobile deposit transactions submitted after 4:30 PM Central Time on business weekdays will be reviewed and processed on the next business weekday.

Mobile deposit does not accept any item exceeding \$2,500. No more than six mobile deposit items totaling \$5,000 will be accepted on any single business weekday.

Please contact us at (877) 626-2265 on weekdays if you encounter a mobile deposit error or other rejection message for which you desire a clarification or additional explanation.

Mobile Deposit User Responsibilities: Your use of the mobile deposit service constitutes your authorization for AmBank and the third-party financial institution correspondents participating in the presentment and collection of deposited items to convert items to IRDs or transmit as an image and further authorizes AmBank or any other financial institution to which an item is sent to handle the item. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which AmBank is a party in the processing of an item you deposit through the mobile deposit service. You agree, at your sole expense:

To provide connectivity between your device and the mobile deposit service.

To maintain your device in accordance with the instructions provided by AmBank, its licensor and/or any other device provider.

As applicable, to utilize your software, or AmBank software to scan, load, and format items as needed for transmission to AmBank prior to the communicated cut-off time for same business weekday provisional credit.

To process return data and any remittance data delivered by AmBank for the purpose of updating your internal systems (which may include electronic and paper return items).

To implement and maintain security measures (including auto-lock when your device is not in use and a self-selected confidential passcode to unlock your device for your personal use) and firewall protection, in compliance with your obligations under these Terms and Conditions.

Prohibition on Duplication of Deposits: Unless AmBank has notified you that an item has been rejected by mobile deposit or returned unprocessed, you are prohibited from subsequently presenting for deposit any item included in an IRD either in its paper-based form or in digital form within another deposit. You agree:

The posting of a deposit by you into your account, such that it appears in the transaction history of the account as presented through AmBank's mobile deposit service, shall constitute confirmation that an IRD has been credited to your account.

To reasonably maintain control and safekeeping over the original paper item so that it is not subsequently deposited as a duplicate item for payment settlement more than once.

No later than sixty (60) calendar days after you have received your account statement on which your deposited item has been credited to your account, you will promptly destroy the corresponding original paper item represented by such IRD.

To destroy the original paper item by shredding or another commercially acceptable means of data destruction and shall indemnify AmBank for any and all losses or other damages AmBank may suffer as a result of any deposit of your endorsed item more than once through mobile deposit or AmBank's other offered deposit services including, but not limited to, ATM deposit services, night depository services, or over the counter retail office teller deposit services. You expressly authorize and instruct AmBank to debit your account(s) in the amount of any item, which has been credited to your account(s) more than once.

Mobile Deposit User Liability: You shall be solely responsible if any IRD for which you have been given provisional credit is subject to return or reversal, and neither AmBank nor its subcontractors shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional and subject to verification and final settlement, as disclosed in AmBank's "All About Your Deposit Account" brochure. Any dishonored items will be returned as an image of the original or a substitute check as the charged-back item. Information and data reported hereunder: (i) may be received prior to final posting and confirmation and is subject to correction and (ii) is for informational purposes only and may not be relied upon. You agree that AmBank shall have no liability for the content of payment-related information.

4. USING AMBANK DIGITAL

(a) General: Bill payment is only available for use from a deposit account in good standing. Each time you pay a bill using AmBank bill payment, you must designate the account from which we are to make payments. Payments may not be available or may be restricted from, a money market or savings deposit account. For additional information please refer to our Terms & Conditions/Truth in Savings disclosure.

Your account will be governed by the agreements, disclosures, and other documents provided to you in connection with the opening of your account or subsequent notifications. You will be notified accordingly if our fee schedule changes in the future and includes access or transaction charges for AmBank Digital. There are no transaction fees for use of bill payment. See your Bill payment section of your disclosure for fee or service charge information.

You may use AmBank's digital banking bill payment module, to direct American Bank & Trust Company, N.A., to make payments from your designated account to the payees you choose in accordance with this agreement. "You" or "Your" means each person who is authorized to use the service. "Payee" means anyone you designate and American Bank & Trust Company, N.A., accepts as a payee.

Each Payee accepted by American Bank & Trust Company, N.A., and our bill payment service, will be assigned a payee code. You may pay almost any payee you wish. While most payees can be paid by using the bill payment module, we reserve the right to refuse to pay certain payees. We reserve the right to refuse to pay payments of a personal nature or to non-business entities or persons. We reserve the right to audit and/or delete all payments for restrictions contained herein, accuracy of addressing and or pertinent account number errors in data-fields.

Certain "life-impacting" payees, such as municipal real estate tax, mortgage and/or (but not limited to) insurance companies typically may restrict or otherwise not allow 3rd party payment processing of payments, such as bill payment. You may want to contact your intended payee for payment details or further information with regards to 3rd party internet-based payment programs before you initiate ANY payment processing request. Using the bill payment module, you can only pay payees with United States addresses. American Bank & Trust Company, N.A., and/or our bill payment service will attempt to verify the address through national database registries. If an address cannot be confirmed or verified, it may not be entered into the bill payment database.

(b) Bill Payment Enrollment: Successfully log on to AmBank Digital and click on the iCan Pay button. All new American Bank & Trust Company, N.A. accounts have a restriction from the account open date consistent with our Terms & Conditions/Truth in Savings Disclosure & Funds Availability Schedule before you may use bill payment. You must be 18 years of age to enroll in and/or use bill payment or we reserve the right to close the bill payment profile.

You must have a valid e-mail address to use the service. You will be notified via e-mail if you are approved, or declined, authorization for use of this service. If we are notified that your listed e-mail address is invalid, blocked, closed, cancelled, or otherwise not valid, we will immediately cancel your authorization for use of the bill payment service.

Direct check items will have your deposit account number placed at the bottom of the check by our processor. Direct checks can start with a default starting check number of 5000 or a starting check number that you select during the set up process. Direct checks will clear in a similar manner as you writing checks drawn off your checking account. Direct check

payments will be debited when the items are processed through your account just like a normal check. You are typically debited the day of the “Send on” date for electronic transactions however, should the electronic payment post prior to the “Send on” date or post much later than the day after the “Send on” date you are responsible to make sure the funds are in the account for the payment to process. If your bill payment check or electronic items attempt to clear your account and you should not have sufficient funds to cover those items, you are responsible for any and all NSF fees or any other fees associated with an overdraft account. We also reserve the right to close your account at any time due to repeat overdrafts with bill payment without prior notice.

(c) Client's Responsibility: You agree that your User ID and Password is your signature authorization for any payments and/or transfers. If your account requires two or more signatures for any bank debits, you agree that the use of your User ID and Password is your representation to us that you have obtained full consent from such other required signatories, and such use is to be recognized by American Bank & Trust Company, N.A. as your collective authorization for any bill payments and/or transfers. You agree we may rely on such representation until such time we receive and have a reasonable amount of time to act upon any written notice to the contrary.

When you have entered your User ID and Password and transmitted a payment instruction, you authorize us to reduce the designated payment account accordingly.

We reserve the right to refuse to honor any payment requests that reasonably appear to us to be fraudulent or erroneous.

(d) Bill payment limits: The minimum bill payment amount is \$1.00; your individual bill payment transaction limit will be \$9,999.99; your daily bill payment transaction limit will be \$20,000.00.

- Each time you setup or update your payment instructions, you are authorizing us to process your payment request based on the information originally submitted for that payee. American Bank & Trust Company, N.A. is not responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your authorized payee list.

- You are responsible for providing and maintaining your bill payment payees with the correct names or account details for those persons or entities to whomever you wish to direct bill payment. Bill payment initiation may include, but are not inclusive of, or limited to, the payee name, payee address, payee account number, and account owner name and address as originally listed by the account owner during payee setup. Some Bill payments and/or payees you may elect to pay may only involve a payee e-mail address.

- Contact us at 877-626-2265 or visit your local branch location for further bill payment information, help and assistance.

(e) Bill payment Maintenance: Based upon the account owner access information at the initial payee setup, all subsequent bill payments to the designated payee will have that account owner name listed as payor. It is the account owner(s) responsibility to ensure that all payor and payee information is accurate. If for any reason your account owner information changes, we strongly suggest that you cancel all bill payments related to that

account owner information. This will ensure that future bill payments and transfers made by you will not be duplicated or contain non-valid account owner details or information.

- Users are encouraged to record financial transactions as they would normally; in a checkbook register, Excel format, or 3rd party home accounting software. As you view information in real-time exactly as AmBank processes transaction data and monthly paper statements are mailed to you automatically, AmBank Digital is not intended as a repository or archive of long-term payee information, nor as a substitute for home accounting and historical retention programs such as Quicken™ or MSMoney™, spreadsheet, or text-based copy formats you have the option to use or employ for historical data retention.

(f) There are several RESTRICTIONS to payees you may wish to setup:

1. The merchant must have an address located in the United States;
2. Payments may not be remitted to federal or state tax authorities or government and collection agencies and/or departments;
3. Payments may not be remitted to investment companies such as TDAmeritrade, E*Trade, and/or others, for stock purchases, arbitrage settlement, or trade taxing authorities;
4. Court directed payments are unauthorized (alimony, child support, municipal fines or violations, levies, or other legal debts); and
5. American Bank & Trust Company, N.A. strictly prohibits use of our bill payment system for any payroll processing and/or payroll transfers to accounts linked with your portfolio.

(g) Removal of Payees: We will automatically cancel and or otherwise delete all outstanding payees (individual and/or recurring) and/or bill payments once we have been notified that your AmBank Digital access has become inactive or has been canceled, revoked, or terminated, or your designated payment account has been closed.

(h) Payment Delivery: Not all payees are equipped to accept electronic payments. Your payee may not be accustomed to receiving payments without the payment coupon. You may want to consider alerting your payees that future payments will be coming via a bill payment service. A third-party vendor will be conducting bill payment transactions for American Bank & Trust Company, N.A.

(i) Scheduling Payments: It is your responsibility to authorize your payments in such a manner that your payments may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to schedule payments as described in this section. You cannot schedule bill payments for the same day. If you do not receive vendor credit for a payment issued through bill payment, that does not mean the payee has not received the payment.

There are three payment methods to choose from:

1. Single Payments: A single payment will be processed on the business day that you designate as the payment's "send on date", provided the payment is submitted prior to the daily bill payment cut-off times on that date. If you designate a non-business date (weekends and certain Federal holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

2. Recurring Payments: When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (weekends and certain Federal holidays), it is adjusted based upon the following rules: If the recurring payment's "Pay Backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date. If the recurring payment's "Pay Backward" option is not selected (or if the "Pay Backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

NOTE: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

3. Expedited Payments (Rush): You can select to make a rush payment to send your payment via overnight for a check or same day for an electronic payment as long as the payment is set up prior to the 3:00 PM CST cut-off time for both check and electronic payments. If it is a non-business date (weekends and certain Federal holidays) the payment will not be sent as a rush payment. You can only process rush payments on business processing days (Monday-Friday). Only the bill payment system can determine how the payment will be sent, either by check or electronic method. If you choose to use the rush payment feature, and the payee that you want to send a rush payment to does not show within the eligible payees, you may not send a rush payment for that payee. You can still schedule a normal single payment or recurring payment for that payee. It is your responsibility to

authorize your payments in such a manner that your payments may be paid on time. You are responsible for any late payment fees or finance charges that may be imposed by the payee as a result of your failure to schedule your payments timely. The fee to send a rush bill payment is \$30.00. You are responsible for this fee regardless of if your payee does not credit your payment timely or they do not receive the payment and you receive a late payment fee from the payee.

AMERICAN BANK & TRUST COMPANY, N.A., IS NOT RESPONSIBLE FOR SCHEDULING YOUR PAYEE BILL PAYMENTS OR MAINTAINING CHANGES TO ANY PAYEE DETAILS THAT MAY OCCUR.

(j) Canceling, Editing or, Changing Payments: Any bill payment can be changed or canceled, provided you access the bill payment module prior to the 3:00 PM Central Time cut-off time on the business day prior to the business day the bill payment is going to be initiated.

If you have setup a payment request through our bill payment module, it is your responsibility to cancel or change that payment. American Bank & Trust Company, N.A. cannot change, or edit any aspect of a payment for you when you have setup the payment electronically.

If your request to cancel is not registered or received before 3:00 PM Central Time on the business day before the payment is to be made, you may be responsible for the payment. However, if your request to cancel a payment is registered on our computer by 3:00 PM Central Time on the business day before the payment is scheduled and we do not cancel, we will be liable for any actual losses or damages.

(k) Funding Bill Payments: The bill payment module will make three (3) attempts at processing your electronic payment request (on-demand, single, or recurring, as set by you). If your account does NOT contain sufficient, available or collected funds for the electronic payment at the time of processing the third and final attempt, the payment will be cancelled. No further attempts will be made for electronic payment processing to the payee unless you access your bill payment account and initiate a new payment request for the subsequent business day that you elect. If your account does not contain sufficient, available or collected funds for the direct check payment at the time of the check clearing processing attempt, the payment may be returned or paid.

YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE NON-WAIVABLE, NON-REFUNDABLE, UNCOLLECTED FUNDS OR NON-SUFFICIENT FUNDS PROCESSING FEE ALONG WITH ANY OTHER ASSOCIATED OVERDRAFT FEES.

See your current American Bank & Trust Company, N.A., Fee Schedule for the current non-sufficient funds processing fee. American Bank & Trust Company, N.A. reserves the right, without liability, to automatically draw against any "overdraft" account, with an available line-of-credit, if you have that service in place.

(I) Non Receipt of Payment: If you are notified by a bill payment payee of non-receipt of a bill payment you initiated, and ten (10) calendar days have elapsed since the bill payment was debited from your American Bank & Trust Company, N.A. account, please contact our Back Office Support Department toll-free at (877) 626-2265, ext. 6524 or via e-mail at Backoffice@goambank.com for further research into that particular payment.

Once our research is completed, and if ten (10) calendar days have elapsed since the bill payment was debited from your American Bank & Trust Company, N.A. account, and we have determined the bill payment has not been properly credited, we will take one of the following actions dependent upon the payment delivery method:

1. If the bill payment had been tendered by paper check; you can place a stop payment on the item and you will be charged the current stop payment fee per our fee disclosure. You can then reissue another bill payment check item if you would like or pay the payee in any different payment method you choose.

2. If the bill payment had been tendered electronically; we will only provide proof of payment details directly to either you or your payee.

(n) Stop Payments: YOU MAY NOT STOP PAYMENT ON ELECTRONIC FUND TRANSFERS AND/OR ELECTRONICALLY CONVEYED BILL PAYMENTS. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment. The initiation by you of certain electronic fund transfers (including telephone transfers, bill payments, and ACH transfers) from your account will, except as otherwise provided in this disclosure, effectively eliminate your ability to stop payment of the transfer.

You may request a stop payment on a bill payment item that was conveyed by paper presentment. You must contact us at (877) 626-2265 to issue a stop payment on a bill payment Item. STANDARD NON-WAIVABLE, NON-REFUNDABLE STOP PAYMENT FEES PER THE CURRENT AMERICAN BANK & TRUST COMPANY, N.A., FEE SCHEDULE WILL BE DEBITED AND/OR CHARGED FROM YOUR ACCOUNT. Please

note by placing a stop payment on a bill payment item, which was conveyed by paper presentment, you may be liable for additional fees charged by your payee.

(o) Inactivity Period: In order to retain access to bill payment and your payee listing, you must be an active user and utilize the bill payment service in order to retain access to your payees. An active user is defined as an approved and authorized user who accesses the bill payment service to initiate and make at least one (1) bill payment every 180 days.

If you do not access and utilize the bill payment service by use of your valid User ID and Password, at least once every 180 days to initiate and make at least one (1) bill payment, your approved and authorized use of the bill payment service may be immediately termed inactive, your User ID and Password will be deleted as a security measure, any/all payees will be immediately cancelled and removed or otherwise deleted, and your approval and authorization immediately canceled and/or otherwise revoked. If you become inactive (by your choice or your inability to access the service for any reason) and are removed or otherwise deleted from the bill payment service, and you wish to re-apply at a later date, you will have to go through the application process and re-add any deleted payees.

(p) Bill Payment Fees: The fee for the bill payment service is currently waived by American Bank & Trust Company, N.A. if you are an active user utilizing this service to initiate and successfully pay at least one (1) legitimate payee every 180 days. A legitimate payee is defined as any US corporation, company, utility, or business entity with a verifiable "Tax Identification Number" or "Employer Identification Number" with an address in the United States. A private individual is NOT considered a legitimate payee for definition of the one (1) payment every 180 days minimum requirement for waiver of bill payment service fee.

(q) Additional Charges: These additional charges will only be assessed to your account if you request one or more of the bill payment services listed here. There will be no fee or service charge for any item if needed to correct a bank error.

1. Written correspondence requested by consumer not necessitated by dispute: US \$10.00 per hour; US \$1.00 per copy.

2. Per proof of payment not necessitated by dispute: US\$10.00 per hour; US\$1.00 per copy.

3. Payments returned due to customer error: US \$10.00 each item.

There is no fee for correspondence if a payment is in dispute with your written dispute acknowledgement of the dispute to American Bank & Trust Company, N.A. and/or our bill payment service.

American Bank & Trust Company, N.A. reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. See the current American Bank & Trust Company, N.A. fee schedule for this research and/or duplication service fee and/or charge(s).

(r) Liability: You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your User ID and Password. You will be responsible for any bill payment request you make or that you authorize another person to make that contains an error or is a duplicate of another bill payment. American Bank & Trust Company, N.A. is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

American Bank & Trust Company, N.A. is not liable for any failure to make a bill payment if you fail to promptly notify the Back Office Support Department at American Bank & Trust Company, N.A. after you learn that you have not received credit from a payee for a bill payment.

American Bank & Trust Company, N.A. is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the American Bank & Trust Company, N.A. agent.

In any event, American Bank & Trust Company, N.A. will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if American Bank & Trust Company, N.A. has knowledge of the possibility of them.

American Bank & Trust Company, N.A. is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond American Bank & Trust Company, N.A.'s reasonable control.

If you have any questions on use of the bill payment service, contact us at 877-626-2265, on our website under the Contact Us tab, or visit your local branch location.

(s) Amendment and Termination: American Bank & Trust Company, N.A. has the right to change this agreement at any time by notice mailed to you at the last address shown for your account on our records, by posting notice in our branch offices, or as otherwise permitted by law.

American Bank & Trust Company, N.A. has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to: American Bank & Trust Company, N.A. Attn: Back Office Support Department, 4301 East 53rd Street, Davenport, IA 52807-3861. American Bank & Trust Company, N.A. is not responsible for any fixed payment made before American Bank & Trust Company, N.A. has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by American Bank & Trust Company, N.A. on your behalf.

5. OUR LIABILITY IF WE FAIL TO MAKE CERTAIN TRANSFERS.

If we do not complete a transfer to or from your account on time or in the correct amount according to the agreement, which applies to that transfer, we will be liable for any actual losses or actual damages. However, there are some exceptions to our liability to you. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account(s) to make the transfer;
- b. If the transfer could go over the credit limit on your personal overdraft account with us;
- c. If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
- d. If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt;

e. If AmBank Digital is not working properly, and you should have known about the breakdown when you started the transfer, or when the transfer should have occurred.

f. If your device or the internet connection provided by your ISP malfunctions during the transfer;

g. If circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, floods and other acts of God;

h. If the money in your account(s) is subject to legal process or other encumbrance restricting the transfer;

i. If you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this or any other agreement with us for requesting a transfer;

j. If the U.S. Postal Service causes a delay;

k. Your User ID or Password has been reported lost or stolen, or we have canceled your User ID or Password for AmBank Digital or other electronic banking service; or

l. If we have reason to believe that you or someone else is using AmBank Digital or other electronic banking service for fraudulent or illegal purposes.

m. If you scheduled a transfer on any given day from an account which has other incoming debit items requiring the use of the same available funds from your account(s).

There may be other exceptions stated in our Agreement with you.

6. ELECTRONIC FUND TRANSFERS:

Please refer to our Electronic Fund Transfers disclosure for more detailed information and rules governing Electronic Fund Transfers which apply to AmBank Digital and ACH transactions.

7. ENDING THE ELECTRONIC BANKING AGREEMENT:

You may end your rights to use AmBank Digital by telling us in writing. We may end your rights to use your AmBank Digital or other electronic banking service for financial, security or transaction risk reason(s) without advance notice to you.

If more than one person is authorized to withdraw funds from your account, or if another person has a password for AmBank Digital that can access your account, we cannot stop that person from withdrawing or transferring funds, or initiating bill payments from your account unless we end this agreement or end the right to use all AmBank Digital services.

If the account is a joint account, any owner of the account may ask us to end this agreement or end the right to use all AmBank Digital services. We are not responsible for notifying remaining account holders of the termination.

If you close your AmBank Digital service, you authorize us to continue making transfers and bill payments you had previously authorized until such time as we have had a reasonable opportunity to act upon your closing notice. Once we have acted upon your closing notice, we will make no further transfers or payments from your account, including transfers or payments you have previously authorized. However, you must cancel any automatic recurring payments that you setup in AmBank Digital using the same service prior to closing your account; otherwise we may continue to make such payments.

If we close your AmBank Digital service, we reserve the right to make no further transfers or payments from your account, including any transactions you have previously authorized.

If we revoke or terminate your AmBank Digital service and/or ACH authorization, we reserve the right to make no further payments or transfer from/to your account, including any transactions you have previously authorized.

If either you or we end your rights to use AmBank Digital, we will no longer have to complete any of your AmBank Digital transactions. You will remain obligated to us under this agreement and disclosure for all of your AmBank Digital transactions, even if they occur or are completed after this agreement is ended.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers that you make:

1. Where it is necessary for completing transfers
2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with a government agency or court order
4. As explained in the Privacy Disclosure delivered annually or upon your request