

Terms and Conditions

BY CLICKING I ACCEPT, I AGREE, PROCEED, OR CONTINUE, AS APPLICABLE, OR BY USING ANY OF QUONTIC BANKS ONLINE BANKING SERVICES, YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH EACH AND EVERY PROVISION OF THIS ONLINE BANKING SERVICES AGREEMENT.

QUONTIC BANK

ONLINE BANKING SERVICES AGREEMENT AND DISCLOSURE

This Online Banking Services Agreement ("Agreement") describes your rights and obligations as a user of the Online Banking Services or the Bill Payment service ("Services"). It also describes the rights and obligations of Quontic Bank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement. The Online Banking transactions are additionally governed by and incorporates into its Agreement any other separate agreement(s) and disclosures as applicable to your accounts that was provided by Quontic Bank, including, but not limited to, the Account Signature Card, account Terms and Condition, Truth in Savings Disclosures, Funds Availability Disclosure, Electronic Funds Transfer Disclosure, Wire Transfer Agreement, Remote Capture Agreement, Mobile Banking Agreement, E-Sign Consent Agreement and the Schedule of Fees.

YOUR ELECTRONIC CONSENT OR USE OF OUR ONLINE BANKING SERVICES HAS THE SAME EFFECT AS IF YOU HAD SIGNED THIS AGREEMENT WITH YOUR PHYSICAL SIGNATURE OR THAT OF YOUR AUTHORIZED COMPANY REPRESENTATIVE. YOUR ELECTRONIC CONSENT OR USE OF OUR ONLINE BANKING SERVICES IS ALSO YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ THIS AGREEMENT IN ELECTRONIC FORM.

You agree to all of the provisions of this Agreement and each amendment to this Agreement by any and all of the following means: (a) using our Online Banking Services to perform any transaction and (b) causing your company representative to consent to this Agreement, if you are a business entity.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable

I. Definitions

The following definitions apply in this Agreement:

1. Customer, you, and your mean an individual person or business entity that we permit or they permit to use Online Banking Services.
2. "We", "us", our or "Bank" refer to Quontic Bank which offers the Services and which holds the accounts accessed by the Services.
3. Business Account means an account that is not a Consumer Account.
4. "Consumer Account means an account established primarily for personal, family, or household use.

5. "Authorized Representative" refers to a person with authority to perform transactions with respect to the consumer or business account as indicated in the banks records;
6. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
7. "ISP" refers to your Internet Service Provider;
8. "Online Banking," Online Banking Services or Services mean our internet banking services available for certain Eligible Accounts that can be accessed at our website or accessed through our mobile and tablet applications. We may add, remove, change, or revise our Online Banking Services offered from time to time.
9. Eligible Account means a Quontic Bank account that is eligible for a particular Online Banking Service.
10. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
11. Joint Account is an Account owned by two or more individuals.
12. Joint Owner means an individual that is an owner of an Eligible Account that lists two or more individuals as owners of said account.
13. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
14. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
15. "Time of day" references are to Standard Time;
16. "User ID" is the Bank-generated identification code assigned to you for your connection to the Service;

II. Access to Services

You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. The Bank may provide instructions on how to use the Online Banking Services.

III. Banking Transactions with Online Banking

1. Transfer of Funds.

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

- Savings accounts. You can make no more than six (6) transfers per statement period preauthorized or automatic transfer or by telephone or Online Banking.
- Money Market. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking and no more than three (3) of these may be by check, draft or debit card. Please note: If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.

NOTE: New accounts opened online have a one (1) month restriction on external transfers.

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Additional Services

. New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

IV. Joint Account

If the Eligible Account is a joint account, you and any joint owner consent to our disclosing all information concerning any bill payments, completed, pending, and scheduled, to any joint owner. A joint owner may use the same Eligible Account for his or her individual use of the Service. Each owner of the Eligible Account is jointly and severally liable for all obligations incurred by the other owners use of the Service.

If an Eligible Account is owned by more than one person, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Banking Services, to the extent allowed by the terms, conditions or governing provisions of the Eligible Account. We may rely and act on the instructions of any Joint Account owner. If we provide notice to one Joint Owner, all Joint Owners are deemed to have received notice.

V. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. If you believe your Password has been lost or stolen, please use the Password change feature within the

Online Banking section of the Web site to change your Password.

In order to protect yourself against fraud, you should adhere to the following guidelines:

Do not give out your account information, Password, or User ID;

- Do not leave your PC unattended while you are in the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 800-908-6600 between the hours of 8:30 a.m. to 5:30 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See; Section XII)

VI. Electronic Mail (E-mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- **SECURE EMAIL:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Customer Care console provided in our Online Banking site. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

VII. Bill Payment Services

1. Description of Service

. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Funding Account to third parties you wish to pay. Through the Bill Payment Service, you can pay bills from your Funding Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Funding Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

1. Scheduling Payments.

Funds must be available in your Funding Account on the scheduled date processing date. . After funds are withdrawn from your Funding Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

2. No Duty to Monitor Payments

. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons: insufficient funds in your Bill Payment Account to make the payment on the processing date;

- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond the control of the Bank

The Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Service at 800-908-6600 to either make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted.

1. Cancel or Change Payment Instructions

. Payments must be changed or canceled using the Service prior to 3:00 p.m. Central Standard Time on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of one hundred eighty (180) days. If requested by the Bank, you will confirm any stop payment order in writing. After one hundred eighty (180) days, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

2. No Signature Required

. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Funding Account without requiring your signature on the item and without prior notice to you.

VIII. Linked Accounts

All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a joint owner or authorized signer.

IX. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

X. Term and Termination

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1. Term

. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

1. Termination by the Bank

. The Bank has the right to change or terminate this agreement at any time. We may also immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

- you do not pay any fee required by this Agreement when due or
- you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

1. Termination for Convenience

. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:

- By sending an e-mail to onlinebanking@quonticbank.com.
- By calling 800-908-6600
- By writing a letter and either sending it to the following address:
Attention: Online Banking Quontic Bank, P.O. Box 5117, New York, NY 10185
- By giving it to a Quontic Bank Customer Service Representative.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

XI. Wire Transfers

If you desire to use the funds transfer services provided by Quontic Bank and Quontic Bank desires to perform such services for you, you hereby agree as follows:

1. **AUTHORIZATION:** Quontic Bank is authorized to honor and execute all telephonic, telegraphic, electronic, oral, or written instruction to transfer funds by wire, telex, electronic transfer, book entry or any other means, or amendments and cancellations of the same (hereinafter payment orders) to any of your account or to any third party, when made in accordance with the provisions of this Agreement. Unless otherwise agreed, all funds transferred shall be in U.S. dollars only. Notwithstanding the above, all requested transfers from New York attorney trust accounts must be made by written instruction from an attorney licensed to practice law in New York.
2. **SECURITY PROCEDURES:**
 1. Quontic Bank is authorized to accept payment orders from you. Quontic Bank is also authorized to act upon such other directions and instructions relating to payment orders, including the cancellation or amendment of prior payment orders, as may be provided to Quontic Bank from time to time by you or an Authorized Representative or as otherwise provided in this Agreement.
 2. Following the receipt by Quontic Bank of a payment order, Quontic Bank, at its discretion, may verify any such payment order by telephone call to (i) you or (ii) where more than one Authorized Representative is so listed, by calling an Authorized Representative other than the original Authorized Representative who initiated the payment order, or by other means which Quontic Bank may deem appropriate, provided, however, that Quontic Banks failure to verify any such payment order shall not constitute or be otherwise deemed a failure on the part of Quontic Bank to act in good faith, or in a commercially reasonable manner. Quontic Bank reserves the right to refuse any payment request, and shall not be liable for said refusal, in the event that Quontic Bank, in its sole discretion, is unable to satisfy itself that the instruction is given by you or an Authorized Representative of you and/or all of Quontic Banks security requirements have been met.
 3. Any request received by Quontic Bank in accordance with this Agreement, shall be considered a payment order that shall be binding on you.
 4. **YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED QUONTIC BANKS SECURITY PROCEDURES, AGREES THAT QUONTIC BANKS SECURITY PROCEDURES ARE COMMERCIALY REASONABLE, AND MEET THE SECURITY REQUIREMENTS.**

3. **YOUR OBLIGATION TO PAY:** You authorize Quontic Bank to debit, on the execution date of the payment order, any and all you deposit account(s) for the amount of any accepted payment order.

4. **REJECTION OF PAYMENT ORDERS:** Quontic Bank reserves the right, in its sole discretion, to reject any payment order, including, without limitation, the right to reject any payment order, regardless of the type of currency involved, that you request to be transmitted to or to or for the benefit of, a country, government agency, person, entity, bank or any other type of financial organization wherein such processing would violate any federal, state or local law or regulation or would constitute, in Quontic Banks sole discretion, a suspicious activity. You agree that Quontic Bank shall incur no liability whatsoever to you or third party because of such rejection. If Quontic Bank elects to reject a payment order, Quontic Bank shall exercise good faith and act with due diligence to notify you of the rejection either orally, electronically or in writing. Quontic Bank shall be deemed to have rejected any payment order, and you waive notice of rejection of the payment order, unless you have on deposit with Quontic Bank collected funds sufficient to cover the amount of the payment order, plus any applicable fees, on the execution date of the payment order.

5. **ATTEMPTED CANCELLATION OR AMENDMENT OF FUNDS TRANSFERS:** If you wish to cancel or amend a payment order previously received by Quontic Bank, Quontic Bank shall use reasonable efforts to effectuate your wishes. However, Quontic Bank makes no representation or warranties as to its ability to (a) cancel or amend a payment order previously received by Quontic Bank or (b) recover any funds already transferred. Quontic Bank shall have no liability to you for Quontic Bank failure to effectuate any requested amendment or cancellation of any payment order. Any request to cancel or amend any payment order must be given to Quontic Bank in sufficient time to give Quontic Bank a reasonable opportunity to act on it before Quontic Bank executes its own payment order, at which point Quontic Bank may, at its discretion, elect to require (a) compliance with the security procedures set forth in Paragraph 2, (b) you to supply QUONTIC BANK with a reasonable accurate description of the original payment order and/or (c) receipt by QUONTIC BANK of an indemnity bond from an acceptable institution or other security under which QUONTIC BANK is held harmless from and against any loss, liability, cost (including but not limited to telex and cable fees) or expense (including but not limited to reasonable attorneys fees) arising from or in connection with the attempted cancellation or amendment of a payment order. You agree to indemnify and hold QUONTIC BANK harmless from any and all liabilities, cost, and expenses QUONTIC BANK may incur in attempting to cancel or amend a payment order.

6. **CUT-OFF TIME FOR RECEIPT OF PAYMENT ORDERS:** QUONTIC BANK must receive all instructions for payments orders prior to 3:00PM; prevailing time at QUONTIC BANK, on the day the transfer is to be made. QUONTIC BANK reserves the right to change said cut-off times as provided for in this Paragraph, and shall provide advance notice to you of said change.

7. **ERRONEOUS PAYMENT:** You understand that QUONTIC BANKS security procedures are not designed to detect or prevent your errors in payment orders. Your errors include (but not limited to) providing QUONTIC BANK with the wrong name and/or wrong account number of the beneficiary, providing QUONTIC BANK with the wrong account number of the beneficiary bank or intermediary bank (if applicable), providing QUONTIC BANK with an incorrect amount of payment order or instructing QUONTIC BANK to initiate the same payment order more than once. QUONTIC BANK shall have no liability to you for your errors in payment orders.

8. **RELIANCE ON ACCOUNT NUMBERS AND BANK NUMBERS:** You understand that a payment order may be processed and posted by each bank handling the payment order (including QUONTIC BANK) based on (a) the ACCOUNT NUMBER of the beneficiary and not by the name of the beneficiary, and (b) the identification number (such as the FRB-ABA routing number) of the beneficiary bank (and any specified intermediary bank) and not by the name of any bank. The FEDERAL RESERVE DISTRICT-AMERICAN BANKERS ASSOCIATION (FRB-ABD) routing number is the number assigned to each bank in the United States by the Federal Reserve System. It is the sole and exclusive obligation of you to make sure that the account number of the beneficiary and the identification number of the beneficiary bank (and any specified intermediary bank) is correct. QUONTIC BANK shall have no obligation to reconcile or otherwise ascertain that the name of beneficiary matches the account number of the beneficiary, or that the name of any bank agrees with the identification number of any bank as provided by you.

9. **YOUR DUTY TO REVIEW CONFIRMATION AND REPORTS:** After executing a payment order received from you, QUONTIC BANK shall send you, at the address of record of the debited account, a confirmation stating the date and amount of the payment order and the bank account or third party to which the payment order was made. In the event that you do not receive said confirmation within five calendar days following the execution date specified in the

payment order, then you agree to notify QUONTIC BANK of said fact, and QUONTIC BANK agrees to send you a duplicate confirmation following QUONTIC BANKS receipt of such notification of non-receipt. QUONTIC BANK, upon request, also agrees to provide you with such additional information as you may reasonably request. You agree that it will diligently and carefully examine said confirmation. and will, by the close of QUONTIC BANKS next funds transfer business day, notify QUONTIC BANK of any discrepancy, error or other irregularity therein (hereinafter described as Customer Discrepancy Notification. You hereby acknowledges that its review of the confirmation and, if applicable, its issuance of a Customer Discrepancy Notification are material terms of this Agreement. Without regard as to whether or not you have received the confirmation from Quontic Bank, you hereby release and absolve Quontic Bank from, and against, any liability relating whatsoever for any Quontic Bank malfeasance, mistake, other irregularity or Quontic Bank misconduct, or any other claim relating to a wire transfer for which Quontic Bank does not receive a Customer Discrepancy Notification within a reasonable period of time not to exceed sixty (60) calendar days following the executions date of payment order. Any verbal notice to Quontic Bank under this Paragraph shall be confirmed in writing to Quontic Bank within ten (10) calendar days of the verbal notice. Failure of you to confirm the notice in writing shall be deemed as your failure to make a Customer Discrepancy Notification.

10. LIMITATION OF LIABILITY; INDEMNITY: Except as otherwise expressly stated in this Agreement, Quontic Bank shall be liable to only you for Quontic Banks grossly negligent performance or non-performance of the funds transfer services provided for this Agreement. Quontic Bank shall not be responsible for any loss arising from or in connection with any inaccuracy, act or failure to act on the part of any person not within vs reasonable control, including without limitation you, any Federal Reserve Bank or transmission or communications facility, any receiving party or receiving bank (including without limitation the rejection of a funds transfer request by such receiving party or receiving bank) an no such person or entity shall be deemed Quontic Banks agent. Quontic Bank shall not be responsible for any loss from or in connection with any error, failure or delay in transmission of any funds transfer request if such delay is caused by legal constraint, equipment failure, war, emergency conditions, any inoperability of transmission or communication facilities or other circumstances beyond Quontic Banks reasonable control. Quontic Bank shall be excused from failing to transmit or delay in transmitting a funds transfer request if such transmittal would result in Quontic Banks having exceeded any limitation upon its intra-day net funds position established pursuant to present or future guidelines of the Board of Governors of the Federal Reserve System or any rule or regulation of any other U.S Governmental regulatory authority. Quontic Bank shall be entitled to rely on any communication, instrument, or document believed by it in good faith to be genuine and correct and to have been given, signed or sent by you or an Authorized Representative of you, and Quontic Bank shall not be liable to you for the Consequences of such reliance. Provided Quontic Bank has complied with this Agreement, you hereby agree to indemnify and hold that Quontic Bank harmless from and against any liability, loss, judgment, cost, claim, or expense (including reasonable attorneys fees and expenses) incurred by Quontic Bank that (a) arise from or in connection with the services provided for in this Agreement, and/or (b) result from or arise out of any claim of any person that Quontic Bank is responsible for any act or omission by you or any other person or entity described in this Paragraph 10. Compensation for loss of interest or use of funds will be at Quontic Banks option, in the form an adjustment to your account(s) to reflect the average balance on your account analysis that would have resulted had no error or delay occurred, or by a direct credit to you not to exceed Quontic Banks actual cost of funds for the period and amount in question, and the adjustment will be computed on a daily basis.

11. FUNDS TRANSFER FEES: You agree to pay all fees and charges which Quontic Bank may, from time to time, impose for payment orders and related acts, including any fees imposed on Quontic Bank by the Federal Reserve in connection therewith. Unless otherwise agreed in writing, Quontic Bank is authorized to collect such fees by debiting any of your accounts. You also hereby authorize Quontic Bank to deduct its fees and charges for payment orders from the amount of any payment order executed on behalf of you.

12. SPECIAL TERMS AND CONDITIONS FOR INTERNATIONAL TRANSFERS:

1. If a payment order calls for a payment in a currency other than United States dollars, such orders shall be payable to the beneficiary subject to the terms imposed by the beneficiarys bank on the receipt of payment orders in such currency. Quontic Bank makes no representations or warranties of any nature whatsoever as such terms and conditions, including any knowledge of their existence or content.
2. Quontic Bank may address the payment order to any of its correspondents, and the one to which it is addressed is herein referred to as the Payer.
3. Quontic Bank will not be liable for any errors, delays or defaults in the transmission of the payment order for any messages sent at any time relative thereto by any means, or for any tampering therewith enroute. Quontic Bank shall not be liable for any (i) acts or failure to act (inclusive of any failure to identify the beneficiary) on the part of the Payer to which the payment order is addressed or (ii) failure of the funds to reach the beneficiary.

4. If the funds transferred are not paid to or for the benefit of the beneficiary for any reason whatsoever, Quontic Banks obligation to refund the amount of such payment order shall be contingent upon its receipt from the Payer of confirmation of the rejection or cancellation of the payment order abroad and shall be limited to refunding the amount to be paid pursuant to such order minus Quontic Banks expenses. Any such refund will be made, at Quontic Banks sole option, (i) in United States dollars at Quontic Bank 's buying rate on the date of such refund for the amount of the foreign currency to be remitted, or (ii) in the amount and currency of the transfer, or (iii) by instructing the Payer, or another banking house abroad with which Quontic Bank may then have or establish a sufficient credit in such foreign currency, to hold the said amount of foreign currency for your account and risk, and Quontic Bank shall not be otherwise liable in connection herewith or for the consideration received by it.
13. **TERM, NOTICES ADDITIONAL PROCEDURES:** This shall remain in effect until either party gives ten (10) calendar days prior written notice of termination to the other, but such termination shall not affect transfers made prior to receipt and implementation of the termination notice. Notwithstanding the preceding sentences, Quontic Bank shall have the right to terminate immediately at any time upon telephonic notification to you, followed by written notification, if (a) you have breached this Agreement, or (b) any fraudulent or dishonest acts occur involving you or your Authorized Representatives or its accounts at Quontic Bank, or (c) the financial condition of you becomes such that Quontic Bank is unable to satisfy itself that you are able to meet its obligations under this Agreement. Rights or liabilities accrued prior to termination shall not be affected by the termination. All notices to Quontic Bank shall be delivered or addressed P.O. Box 5117, New York, NY 10185. All notices to you shall be delivered to the address to you on Quontic Banks records. You hereby agree to abide by and follow any procedures Quontic Bank may, from time to time, issue pursuant to this Agreement. Quontic Bank also reserves the right to modify any of the terms of this Agreement upon written notice to you, with the notice date to be the date that notice is made and not the date that notice is received, and the effective date of the change(s) to be ten (10) calendar days from the notice date. You shall have the absolute right to reject said modified terms, provided however that your written rejection of said terms may be deemed by Quontic Bank a termination of this Agreement as of said effective date. You agree not to object orally and any such oral rejection shall not be deemed a rejection hereunder.
14. **RECOVERY UNDER THE LAW GOVERNING MISTAKE AND RESTITUTION:** You understand that a Quontic Bank error may result in a third party receiving funds that is not entitled to receive. In such case, Quontic Bank may elect to attempt to recover the funds under the laws governing mistake and restitution. In the event that Quontic Bank so elects, you agree to cooperate with Quontic Bank and to provide Quontic Bank with any documents, information, and other assistance as may be necessary to enable Quontic Bank to recover the funds.
15. This Agreement is subject to the provisions of all applicable regulations of the Board of Governors of the Federal Reserve System; the operating circulates of the Federal Reserve banks and all other applicable provisions of state or federal law and regulation. Notwithstanding any provisions in this Agreement to the contrary, this Agreement and the terms used herein are expressly subject to, and shall be interpreted consistent with, Subpart B of Regulation J and Article 4A of the uniform Commercial Code. To the extent that the funds transfer takes place through SWIFT or CHIPS, this Agreement is subject to the governing rules of SWIFT and/or CHIPS. In the event of any conflict between the provisions for this Agreement and the provisions of any applicable state or federal law or regulation or the rules of SWIFT or CHIPS, then the provisions of this Agreement shall control. This Agreement shall be govern by and construed under the domestic laws of the State of New York. The parties hereby consent to the exclusive jurisdiction of the courts of New York and the United States District Court for the District of New York for all purposes in connection with any action or proceeding commenced between the parties or with respect to the subject matter of this Agreement. The parties further agree that any initial services of processes in connection with any legal proceeding may be served by certified mail, return receipt request, or personal service, within or without the State of New York, provided a reasonable time for appearance is allowed.

XII. Liability

1. Our Liability

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking Services or accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking activity as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrances restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL QUONTIC BANK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS) OF ANY KIND OR ANY LOSSES OR ANY ATTORNEYS FEES WHICH YOU MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR THE SERVICES PROVIDED FOR IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM QUONTIC BANKS ACTS OR OMISSION PURSUANT TO THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY QUONTIC BANK.

1. Indemnification

. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Funding account.

2. Third Parties

. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Funding account.

3. Virus Protection

. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIII. General Terms and Conditions

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1. Bank Agreements

. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers

listed in the fee schedules associated with our account. We will automatically deduct the fees related to this Service from your Funding Account each month.

2. Changes and Modifications

The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

3. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

4. Notices

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

5. Except as expressly provided otherwise in this Agreement, we will provide you notices, Alerts and other information regarding your Eligible Account or the Online Banking Service through mail, electronic means or other means available. To the extent that the information is sent via email or text message, it will be sent to either your Secure Email address that you access through Online Banking on our Website or your external email address that you provided to us or to your or the Joint Owners enrolled mobile number, unless a different address has been specified in accordance with procedures we may establish from time to time. Any Eligible Account or Online Banking Service related communication will be deemed to be sent on the first Business Day following the date on the communication. Any Eligible Account or Online Banking Service related communication posted on our Website or otherwise sent to you will be deemed to be delivered to and received by you and any Joint Owner on the third (3rd) Business Day following the date on the communication. We always reserve the right to communicate with you through the U.S. Postal Service or overnight courier.

6. Disclosure of Information

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- where it is necessary for the provision of Online Banking and for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission; or
- to the Bank affiliated companies.

Governing Law

This Agreement is governed by the laws of the State of New York and applicable federal law.

