

UNION SAVINGS BANK

Business Online Treasury Management Service Agreement

This Business Online Treasury Management Service Agreement (“Agreement”) is by and between the customer executing this agreement in writing or electronically (“you”, “your”, “yours”, or “Customer”) and Union Savings Bank, with its principle place of business located at 225 Main Street, Danbury, CT (“we”, “us”, “our” or “Bank”). Bank agrees to provide, and Customer agrees to use, the treasury management and business online banking services described in this Agreement (each such service referred to herein as a “Service”, and collectively as the “Services”) in accordance with the terms and conditions set forth in the Agreement, as amended from time to time. This Agreement supersedes and replaces all prior versions and editions of the Agreement. By enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any of Customer’s Accounts, Customer accepts and agrees to the terms and conditions of this Agreement as may be in effect from time to time.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following terms and definitions apply when used in this Agreement.

“Account” or “Accounts” means one or more of the following deposit and loan accounts you maintain at Bank: checking, savings, money market deposit, or certificate of deposit accounts, installment loans, commercial loans and lines of credit which we agree, from time to time, you may access under this Agreement. Accounts may include accounts of your Affiliated Companies. You must maintain at least one Account during the term of this Agreement.

“Affiliated Companies” means companies in which you or your parent Customer have direct or indirect majority ownership.

“Bill Payment” or “Payment” means the remittance of funds, initiated through Business Online from an Account to a Payee.

“Bill Payment Service” means the Bill Payment Services offered by Bank, through our Bill Payment Services provider.

“Business Day(s)” and “Transfer Day(s)” mean Monday through Friday, excluding bank and Federal holidays.

“Business Online” means the web-based platform through which the Customer and its Users access the Services.

“Company ID” means the identification number assigned to Customer.

“Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

“Funds transfer” or **“Transfer”** means a transfer of funds, initiated through Business Online from one eligible Account to another.

“Operating Instructions” means the instructions contained in this Agreement, any Service Agreement (defined below), and within Business Online.

“Out of Band Authentication” means a secondary identity verification method we may require as part of the Security Procedures (defined below) for a Service. The method may utilize a separate communication channel, such as a cell phone message. Phone numbers and Mobile numbers must be accurate in the Business Online System to authenticate Customer and its Users (defined below).

“Password” means a personal identification number, personal security code, or passcode that we assign or you chose that allows you to access Bank Services.

“User ID” means the name selected and used by Customer to gain access to the Business Online system.

“Payee” means any person or entity to which you direct a Bill Payment through Business Online.

“Payment Account” is the checking Account(s) from which Bill Payments will be debited, whether one, or more than one.

“PC” means personal computer (including any wireless access device or other wireless access device) that meets the requirements for use of Business Online.

“Security Procedures” and **“Security Procedure”** has the meaning provided in Article II Section A of this Agreement.

“Service Agreement” means an agreement between Bank and Customer governing a specific Service used by Customer.

Other definitions may be set forth elsewhere in this Agreement.

II. Setup and Use of Business Online Services.

A. Customer’s Authorized Persons; Security Procedures.

(i) An individual designated as an authorized signer on a corporate resolution of Customer (the form of which must be acceptable to Bank) shall designate one person to administer Customer’s use of Business Online (“Primary User”). The Primary User shall have authority to designate persons who may use Business Online and all of the functions of the Services, except as limited herein, on behalf of Customer, including to initiate transactions and transfers to and from Customer’s Accounts and the accounts of third parties (each a “User”). The Primary User shall have all of the authority of a User. Primary User shall also have the authority to remove a User and to establish the scope of each User’s authority with respect to Business Online. The Primary User may also authorize Users to exercise administrative authority. The Primary User and each User granted administrative authority are referred to herein as an “Administrative User.” Each Administrative User is authorized to act on the Customer’s behalf in all

matters relative to the administration of Customer's Business Online account. Such authority includes but is not limited to the right to: (1) establish additional Users on the Customer's behalf, (2) terminate or cancel existing User authorizations, in whole or in part, (3) change the Customer's Account(s) on the system, (4) change the activity level of an Account associated with Customer's profile, (5) name additional Administrative Users, and (6) terminate Administrative User authority. **Customer is responsible for informing each Administrative User that he or she is prohibited from sharing his or her access credentials (i.e. User ID and Password) with any other person.** If Customer believes or suspects that any Administrative User access credentials have become known to or accessed by unauthorized persons, Customer agrees to notify the Bank immediately. Customer is solely responsible for safeguarding its password(s) from risk of misuse or theft.

(ii) Customer and its Users shall comply with the "Security Procedures" attached hereto and made a part hereof as Exhibit 1. Customer acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, User identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of transactions and inquiries. Customer authorizes Bank to follow any and all instructions entered and transactions initiated using the Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures have been stolen, compromised, or otherwise become known to persons other than Users and until Bank has had a reasonable opportunity to act upon such notice.

Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's deposit Account, and Customer agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Users, to the fullest extent allowed by law. Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or entries initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error.

B. Physical and Electronic Security.

(i) Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems.

(ii) Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Customer agrees to educate Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to Customer. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Users, agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud.

(iii) In the event of a breach of the Security Procedures, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedures. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedures was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedures from Customer and not from a source controlled by Bank.

C. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. The Bank is not liable under this Agreement for failure to provide access to Business Online or the Services. The Bank may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid.

D. Equipment Requirements.

Access to Business Online requires the use of computer hardware and software. It will be the Customer's sole responsibility for maintaining its computer equipment in good working order, with the necessary compatibility and format to interface with Bank's systems, including without limitation, the ability to support Bank's security measures, including the Security Procedures. The purchase, installation, maintenance, and operation of Customer's equipment, including, but not limited to, computer, modem, personal software, and the Internet access through your Internet access provider is the sole responsibility of the Customer. The Customer will be responsible for the payment of all telecommunications expenses associated with Internet services. The Bank is not responsible for any errors or failures from any malfunction of Customer's equipment or software, and the Bank is not responsible for any computer virus or related problems that may be associated with the use of Business Online. The Bank is not responsible for any failure or loss caused if any of Customer's software or hardware is not compatible with the Bank's system.

III. *Business Online Services.*

A. Services Available Through Union Savings Bank's Business Online. The Services include but are not limited to:

- View account balances
- Review statements and other account information
- View your check images
- Place a stop payment on any check issued by you and drawn on Union Savings Bank
- Transfers funds between accounts at Union Savings Bank
- Export account data in PDF, BAI and CSV formats
- Use Positive Pay*
- Pay bills online
- Originate Automated Clearing House (ACH) transactions*
- Make deposits remotely*
- Mobile Banking (including Mobile Deposits)

Bank may add to, discontinue and modify the Services in its sole discretion. The Services are limited to the extent noted herein and in the agreements governing your various Accounts with us. Your ability to transfer funds from savings and money market deposit accounts using these Services are subject to the limitations described herein and/or in the applicable account agreements. You should refer to these agreements for restrictions and service charges.

***Customer must execute Service Agreements or other specific agreements to use these Services.**

IV. Bill Pay Terms & Conditions

A. Service Definitions

“Service” means the bill payment service offered by Union Savings bank “Agreement” means these terms and conditions of the bill payment service.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Payee” is recipient of the payment.

“Payment Instruction” is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Payment Account” is the checking account from which bill payments will be debited.

“Billing Account” is the checking account from which all Service fees will be automatically debited.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

“Due Date” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

“Scheduled Payment Date” is the day you want the Biller to receive your bill payment this may also be the day your payment is due.

“Send on Date” is the date you select when scheduling your payment in Online Banking. It is displayed within the calendar widget when scheduling a bill payment. The funds to cover this payment must be in your account to process. For paper check payments, The Send On date is when Union Savings Bank will check to see if the funds

are in your account at approximately 9:00 p.m. EST.

“Deliver by Date” is the date you select that you would like your payment to be received by and is displayed within the calendar widget when scheduling a bill payment. The processing time for electronic payments is approximately 3 business days to arrive to the person/vendor you are paying. The processing for paper check payments time is approximately 5 business days to arrive to the person/vendor you are paying. These checks are sent as if they were from you and funds will be withdrawn from your account when the payee cashes your check

B. Payment Scheduling

There are two types of payment processing based on the vendor relationship: Electronic Payment and/or Paper Check. Scheduling of payments should take into consideration the method of how the payment will be process and the timing needed to arrive to the vendor on time.

☐ Electronic Payment is approximately three (3) business days

☐ Paper Check Payment is approximately five (5) business days

The earliest possible Scheduled Payment will be displayed in the calendar widget based on the vendor relationship. The “Send On Date” and “Deliver By Date” will be designated within the application calendar widget and visible when you are scheduling the payment. The Scheduled Payment Date cannot be less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling a payment you must select a payment date that is no later than the actual Due Date reflected on your Biller statement.

C. The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date, as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in this Agreement.

D. Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated

by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly; however, the Service shall incur no liability, and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your

Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

E. Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to Union Savings Bank (“USB”) for payment).

F. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

G. Stop Payment Requests

The Service’s ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the fee schedule

H. Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

I. Exception Payments

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.

J. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller's informing you about Service and/or bill information.

Activation – Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log-on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely

payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

K. Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

L. Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-719-6654 during customer service hours.

M. Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly USB statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

N. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential; however, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

O. Service Fees and Additional Charges

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

P. Failed or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service.

Q. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

R. Service Termination, Cancellation, or Suspensions

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at (866) 719-ONLINE (719-6654) during customer service hours; and/or

2. Write us at:

USBonline Customer Service Center

P.O. Box 647

Danbury, CT 06813-0647

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

S. Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

T. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

U. Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or USB (for example, to resolve payment posting problems or for verification).

V. Disputes Rev: 01/2018

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or

written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

W. Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

X. No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Y. Bill Pay Limits are set to minimize payment risks and can be updated on an exception basis. 1. Consumer – Bill Pay Limits	Transaction Limit	Daily Limit
	\$10,000	\$20,000

2. Business – Bill Pay Limits	Transaction Limit	Daily Limit
	\$20,000	\$40,000