

TREASURY MANAGEMENT USER AGREEMENT

Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is (i) the primary service provider for the Service; (ii) not the provider of any financial services available to you through the Service, and (iii) not responsible for any materials, information, or services made available to you through the Service by your financial institution or any other third party. Reference to 'you' means the Business. Capitalized terms used herein are defined in the Definitions Section at the end of the User Agreement.

By enrolling in or using the Service to access your Account, you accept and agree to the User Agreement, which is subject to periodic updates. If you do not agree, you may not use the Service.

THE USER AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

1. **Who Can Use the Service?** By accepting the User Agreement, you confirm that you have authority to bind the Business on whose behalf you use the Service, and that the Business accepts the User Agreement. JH may ask you at any time to provide proof of such authority. If you do not provide proof of authority that is acceptable to JH, JH may deny you access to the Service.
2. **Account Information.**
 - a. **Source of Information.** At your request, the Service will retrieve your Account Information. By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.
 - b. **Accuracy.** You are responsible for providing JH with complete and accurate information and updated (as necessary) Registration Information so that the Service may access your Account Information. JH will not be responsible for (i) any loss arising out of your failure to do so, or (ii) any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device. JH may ask you at any time to confirm the accuracy of your Account Information and Registration Information and/or provide additional supporting documents.
 - c. **Confidentiality.** If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account Information and Registration Information, (ii) restricting access to your Account, and (iii) all activities that occur under your Account.
3. **Subscription Restrictions.**
 - a. You may only use the Service for your internal business purposes. If you require a service dedicated to your personal activities, please contact your financial institution to create a separate personal account.
 - b. You will not: (i) modify, revise, or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without JH's prior written permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another user's account on the Service, or use the Service to develop any competing product or service.

- c. **Compliance with Applicable Laws.** You agree to use the Service in compliance with applicable laws.

4. **Suspension; Termination; Effect of Termination.**

- a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential, actual, or discovered security threat, or any potential, actual, or discovered fraud. Upon suspension, you will no longer have access to the Service.
- b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the User Agreement, your permission to use the Service automatically terminates. Upon termination, you will no longer have access to the Service.

5. **Application of Privacy Laws.**

- a. **Scope of the Service.** JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your data, including, where applicable, personal information, and is primarily responsible for handling requests related to your data. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your data by the third party. As a subscriber of the Service on behalf of the Business, business-to-business exceptions in certain privacy laws may apply to your data.
- b. **Telecommunication Providers.** The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

6. **Rights you Grant to JH.**

- a. **Your Data.** You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including Account Information, and Registration Information, and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals. JH will only use that data as follows: (1) to provide the Service, facilitate the provision of software updates, product support, product enhancements, development of new or additional services or technologies and other services (if any) related to the Service; and (2) if the data is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.
- b. **Third-party Sites.** JH may offer additional features to enhance the Service from time to time, such as connections to a third-party site or third-party services. JH may stop offering those at any time without prior notice to you. When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit data, including usernames and passwords, that you provide to log you into the third-party site. You authorize and permit JH to use and store the data submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your data. You acknowledge and agree that when JH is accessing and retrieving your data from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.
- c. **Unauthorized access or use.** You will immediately notify your financial institution of any breach of security or unauthorized access to or use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized access to or use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

7. **Camera.** If you grant permission for the Service to access a camera, photos, media or other files on your device, you agree to allow JH to use your data to fulfill your requested action, such as adding an image to a transaction or capturing images of a check that is being deposited.
8. **Subscription.**
 - a. **JH's Rights.** You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The User Agreement will govern any updates to the Service.
 - b. **Your Rights.** JH grants you a subscription to use the Service in accordance with the User Agreement and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the User Agreement are reserved by JH. Nothing in the User Agreement will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.
9. **Electronic Notifications.** As a part of the Service, you may receive notifications via electronic means, including email, SMS text, and telephone. These notifications may include legally required notifications, notifications required by your financial institution, and notifications you opt-in to receive. If you receive notifications via email, SMS text, or telephone, you are certifying that you are the accountholder for the email address or telephone number or have the accountholder's permission to use the email address or telephone number for the Service. By your use of the Service, you acknowledge that notifications may be sent by JH and received by you electronically during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any notification, for any errors in the content of a notification, or for any actions taken or not taken by you or a third party in reliance on a notification. You agree that JH will have no liability related to notifications that are sent or received through your use of the Service.
10. **Mobile Devices.** To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the Internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider.
11. **Links to Third-Party Sites.** The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.
12. **Disclaimer of Warranty.** THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO

WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
14. **Analytics.** To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, and what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you.
15. **Dispute Resolution.** You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the User Agreement will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the User Agreement; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**
16. **Miscellaneous.** The User Agreement constitutes the entire agreement between you and JH concerning the subject matter hereof. The User Agreement will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the User Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain

effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the User Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the User Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.

Definitions

- **Account** means a business account with your financial institution that you manage and operate through the Service.
- **Account Information** means the information provided by your financial institution to use the Service, including transaction-related information.
- **App** means the progressive web application, the data supplied with the progressive web application and the associated media to use the Service.
- **Business** means the limited liability company, limited liability partnership, professional corporation, joint venture, sole proprietorship, other type of corporation, nonprofit organization, sole trader, freelancer, limited or public company, partnership, trust or other entity as applicable.
- **Intellectual Property** means (i) rights in, and in relation to, any trademarks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world, (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement, and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know-how and other technical information.
- **Registration Information** means the account numbers, usernames, passwords, PINs, and other log-in related information required to use the Service.
- **Service** means the online banking platform and the App.
- **User Agreement** means the provisions contained herein which define the terms and conditions on which we provide the Service to you, which are subject to periodic updates.