



Constitution Bank

September 2, 2025

General Terms & Conditions of Online/Mobile Banking

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF OUR ONLINE/MOBILE BANKING SERVICES.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY CONSTITUTION BANK (FOR PURPOSES OF THESE TERMS AND CONDITIONS THE TERM "CONSTITUTION BANK" INCLUDES CONSTITUTION BANK'S AFFILIATES, AS APPLICABLE) FROM TIME-TO-TIME AND POSTED ON THIS SERVICE.

What Does This Agreement Cover- This Agreement between you and Constitution Bank governs the use of Internet/Mobile Banking services. These services permit Constitution Bank customers (consumers, sole proprietors and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a computer or mobile device. Unless indicated otherwise by the context, "linked" Constitution Bank accounts" or "linked accounts" refers to all of your accounts with Constitution Bank that you have linked to Constitution Bank's Internet/Mobile service.

You may use Online or Mobile Banking to:

- View current, available and running balance information for your linked Constitution Bank accounts.
- Review pending and posted transactions for your linked Constitution Bank accounts
- Pay and manage bills as defined by the capabilities of Constitution Bank's bill pay service. Application required, see bill pay disclosure for complete details
- Transfer funds between your linked internal Constitution Bank accounts on a one-time or recurring basis including loan transfers. (Loan transfer can be regular, principal or interest only payments)
- Transfer funds between a linked account and an account you own at another financial institution or transfer to another Domestic Customer (Personal Checking, Savings and Loan Accounts Only)
- Transfers from your line of credit to your checking or savings. Home Equity Line of Credit lines require at least a \$500 minimum to transfer
- Review Bill Payment and Transfer History
- Set up and manage Custom, Bill Pay and Security Alerts
- View and edit, phone, email, bill pay profile, preferences and security information
- Turn your Constitution Bank Debit Card On/Off
- View Images of Checks and Deposits posted to account
- Submit related forms and messages via Messages. Customers can create a support request or choose a form to submit. Correspondence via Messages is secure, however information sent via the email link located on our home page would not be. **WARNING: Sensitive customer information should not be provided in any email correspondence**
- Ability to sign up, view and save online/mobile statements
- View branch locations

- Save User Name
- Utilize Mobile Check Deposit (mobile devices only)- Application required, see Mobile Check Deposit disclosure for complete details
- P2P payments (consumer only)
- Business Banking such as wires, ACH origination, Positive Pay, and Remote Deposit
- Plus much more

Some of the above services may not be available for certain accounts or customers.

Online/Mobile Banking:

Your User Name and Password – To sign up for Internet/Mobile Banking, click on New User or Sign Up then Let's Get Started

Complete the required registration steps. During this process you will be required to answer (4) four out of wallet questions, establish a user name (must be at least four (4) and no more than twenty (20) alpha/numeric characters) and a security code. Once you have completed the process you will be sent an email from mybanking@csiweb.com; on behalf of; info@constitutionbank.com. Click on the link and enter your security code. From there you will be asked to establish a password and set up 3 (three) challenge questions. Once completed you will be able to log in and see your accounts.

2 Factor Authentication– In an effort to help keep our customer accounts safer we are adding this extra layer of security called 2 Factor Authentication. Every customer will have to set up their device, after the device is set up you will only have to authenticate to your device one time. On customers who are sending P2P transactions, External Transfers, or setting up new bill pay payees you will have to authenticate each time by using 2 Factor Authentication.

If you are unsuccessful call us at 1-800-717-3991 You must respond to this within 5 (five) days.

You will be required to change your password every 90 (ninety) days and you will not be able to use the same password from the last 12 (twelve) months. You will be locked out after 3 (three) unsuccessful log in attempts. Passwords can be updated in your user profile.

If you forget your user name and/or password you can click on the forgotten links and follow the necessary steps as a result you will receive an email link is valid for 1 (one) day. You can also contact us for help.

Online Users: When logging in for the first time you will be required to answer one of your established challenge questions. After the first log in you can either register your computer which will place a cookie on your computer for 90 (ninety) days or choose to answer the challenge question at each log in. After 90 (ninety) days the cookie will expire and you will be required to answer a challenge question, at that time you can register the computer again for another 90 (ninety) days.

Mobile Banking Users: When logging in for the first time you will be required to answer one of your established challenge questions. Challenge questions can also be updated in your user profile. You will automatically be logged out of the app after 30 minutes of inactivity

If you make your user name and password available to others to act on your behalf, you are responsible for all activity authorized by your user name and password.

User names and passwords are interchangeable for Internet Banking and Mobile Banking, meaning once you

have signed up for one, you can use the same user name and password to access the other. KEEP USER NAME AND PASSWORD CONFIDENTIAL.

CONSENT TO RECEIVE ELECTRONIC STATEMENTS AND NOTICES. By using the Service, you consent to and agree that: A notice is a record or other type of information that is provided to you in connection with your accounts or the Service, such as account disclosures, change-in-terms notices, privacy disclosures for consumers (only), fee schedules, transaction notices and alerts, account status notices and periodic statements, may be sent to you electronically. A notice may be provided as a separate electronic document or may be included in an electronic account statement. An electronic notice sent to any account owner shall be deemed sent to, and received by, all account owners on the day we send it. We reserve the right to send a notice in paper format by postal mail. You will promptly report to us any change to your contact information, including email address, name, physical address, mailing address (if different), and telephone numbers. We will not be obligated to provide any notice to you in paper form unless you specifically request us to do so. Your consent to receive notices electronically remains in effect until you withdraw your consent, close your account, or discontinue or terminate the Service with us. You may change your contact information or withdraw this consent to receive electronic delivery of notices by contacting us at 217-532-3991 or 800-717-3991 or by visiting your local branch.

Online account statements, including images of the front of paid checks and deposit slips, will be available for 12 months after date of delivery. You may print the documents or save them to your computer. If you encounter difficulty saving or printing the online statements or images, contact us at 217-532-3991 or 800-717-3991.

We will make statements for your Activated Accounts available to you as required by law or upon request. We may stop making statements available at any time without notice in such circumstances as when your account becomes inactive, in default, in overdraft, or in similar circumstances. See the Electronic Delivery Agreement for more information.

Mobile Banking:

TEXT (SMS) Disclosure- Computer Services, Inc. provides Mobile/SMS banking services to users. Users can opt-in to receive SMS banking features such as balance inquires, and transaction history.

- How to opt-in: From a computer or using the Internet on your phone visit our website and register for online banking
- Once enrolled, log into online banking and go to the settings tab, then the Device tab and add your device (phone number). You will then be required to send a verification code. After receiving the verification code return to the device tab and hit verify now and enter the verification.
- Alerts can only be added to be sent by text once the device has been added. Alerts can be set up on the Alert tab under Settings.
- How to opt-out: Send STOP to 662265 to discontinue all SMS services.
- How to get help/support: Send HELP to 662265 or e-mail us at notify@csiweb.com. Phone support available @ 1-800-545-4274.

Message and data rates may apply.

Command Description

BAL Returns Balance of default account

BAL ALL All Balances

BAL <alias> Balance for specific account ACT Returns last 5 transactions

ACT <alias> Returns last 5 transactions for specific

account

CMD Returns list of valid commands

HELP Returns general help information

STOP Terminates All SMS services

Secure Messaging System

Customers and bank employees can send and receive secure messages with the Secure Message System. This option is accessed through a menu item named "Messages". Customers may also submit forms or attachments through this secure and convenient location.

Debit Card On/Off Feature

This feature lets you take control of your "Constitution Bank" Visa® Debit Card and protect against unauthorized use. If you have misplaced your card, turn it to the OFF position. If you find it, and feel your account has not been jeopardized, turn it back ON and continue to use your card. Turning your card OFF only impacts future debit card (point of sale and ATM) transactions. Any previously authorized transactions will be paid, and any recurring transactions you had previously set up will still occur. Turning your card OFF will not affect your checks, mobile or internet transfers, bill payments, or any other type of transactions in your account(s)*

If you use your card infrequently, or are traveling without your card, turn it OFF. Then turn it on when you are ready to use. You are in control. Your mobile application shows you whether your card is ON or OFF!

*In all situations it is your responsibility to review activity in your accounts for propriety and to assure that any scheduled or recurring transactions occur when your card is OFF.

Warning: No service areas can cause you not to be able to log in to turn your card on. During banking hours you can contact the bank to have your card turned back on.

Alerts/Notifications

- Internet/Mobile Banking offers custom, bill pay and security alerts under Manage Alerts. Alerts can be sent by email or text. If sent by text, you may exceed the 25 allowed and be charged .10 cents for each additional text.
- To add or delete phone numbers attached to your mobile app for text alerts; click on your Profile and then Phone. For new numbers added, you will be required to send a verification code. After receiving the verification code return to your Profile/Phone and hit verify now and enter the verification. **Message and data rates may apply.**

Other Terms and Conditions

Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access mobile banking you might incur charges for:

- Normal account fees and service charges.
- You will be charged .10 cents per text after 25 texts during your statement cycle.
- Any Internet service provider fees including message and data rates.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Internet/Mobile Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through Internet/Mobile Banking service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.

- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee of \$30.00 per hour for an inquiry about a transaction after the first 15 minutes.

Electronic Funds Transfer

This Disclosure is provided to customers according to the provisions of the Federal Electronic Funds Transfer Act. As used in this Disclosure, the words “I”, “my”, “you”, and “yours” refer to the Internet/Mobile Banking Customer and the terms “we”, “us” and “our” refer to Constitution Bank. Please review this Disclosure in its entirety since it may contain disclosures which affect you. You may want to save this document for future reference. All electronic fund transfer services provided by Constitution Bank in relation to its accounts, as defined in the Electronic Funds Transfer Act, are subject to the following terms and conditions. Your use of our electronic funds transfer services by means of Internet/Mobile Banking constitutes your agreement to be bound to these terms and conditions:

Equipment and Technical Requirements – I understand that to use Internet Banking, I must have Internet Access through Internet Provider and Internet Browser software. I understand that Constitution Bank does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, and warranties of merchantability or fitness for a particular purpose. Constitution Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or Constitution Bank’s Internet Banking or the use of any of them or arising in any way out of the installation, use or maintenance of your personal computer hardware, software or other equipment.

Authorized Accounts – Any owner or authorized signer of the account may enroll for Internet/Mobile Banking. Accounts that are linked to the owner or authorized signer will display in Internet/Mobile Banking. For accounts that do not automatically display or if you wish to add a new account, change or remove an account; complete an Internet Access form from the Messages option in Internet/Mobile Banking or visit your local branch. Please contact us for more details. When your Internet/Mobile Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same User ID will be identified as one service.

Authorized Transfers – Any owner or authorized signer of an account may authorize accounts to transfer funds electronically. At which time you elect to transfer funds between your linked qualifying Constitution Bank accounts, transfer funds to/from you qualifying linked account from/to your account at another domestic financial institution, transfer to another domestic customer, send/receive money through P2P or enroll in Electronic Bill Payments you authorize us to honor debits drawn against your accounts without presence of your written signature. The limit on your amount to transfer is either the dollar amount you authorized, the default limit for the service or the available balance in your account. If you are unable to make transfers online; complete an Internet Access form from the Messages option in Internet/Mobile Banking or visit your local branch. Any personal or non-personal accounts that require multiple signatures to authorize debits are not eligible.

Account Balance Verification – You may log in and check your account balance and available balance, items which have been presented for payment against your account (checks, ATM transactions, and VISA Check Card purchases), deposits that have posted and memo credits, debits and/or holds. All balances are subject to deposit verification.

Business Days – Monday through Friday except for Federal holidays. Saturday, Sunday and Monday are all 1 (one) business day. The service is available 365 (Three hundred sixty-five) days a year unless system maintenance or upgrades are necessary. Our daily cut-off is set at 5 (five) P.M. Central Time. All transactions received after 5 (five) P.M. may be posted on the following business day. You will receive a monthly account statement showing your Electronic Funds Transfers. Your savings statement will be sent on a quarterly basis if there has been no Electronic Funds Transfer activity in your account for the quarter.

Pre-Authorized Transactions – Pre-Authorized payments: If a third party to whom you owe money makes, with your permission, arrangements to have funds transferred out of your checking or savings account on a regular and pre-authorized basis in payment of your debt, we will make such transfers from your account(s) on your behalf. Pre-Authorized Deposits: You may pre-authorize deposits to be made to your checking or savings, or IRA account(s) from a third party on a regular basis. If you have arranged to have direct deposits made to your account, you can call us at (800) 717-3991 to find out whether or not the deposit has been made or you can also review your account history via Internet Banking.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to your request; we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your deposit account to make the transfer.
- b. If you have an overdraft line of credit and the transfer would go over the credit limit.
- c. If the terminal or system was not working properly and you knew about the malfunction when you started the transfer.
- d. If we are legally restricted from transferring funds to or from your account.
- e. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- f. The amount you tried transfer was more than your established limit or if the transfer was not enabled.
- g. You fail to provide us with timely, complete and accurate information for any transaction.
- h. The payment account is closed or frozen.
- i. The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely.
- j. You did not properly follow Service instructions on how to make the transfer or payment (this includes incorrect date, amount, and/or address information.);
- k. You did not authorize a payment early enough for the payment to be scheduled, transmitted, received, and credited by the payee's Due Date.
- l. We made a timely payment, but the payee refused to accept the payment or did not promptly credit your payment after receipt.
- m. Any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee.
- n. There may be other exceptions stated in this agreement with you.

Third Party Disclosure – We will only disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing transfers to or from your account or resolving errors relating to your account or transfer you make.
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- c. In order to comply with laws and regulations and with subpoenas or with government agencies or court

orders.

- d. If you give us a written permission.
- e. With our affiliates as permitted under Federal and applicable state laws.
- f. On a closed account, if we reasonably believe you have mishandled it.

Reporting Unauthorized Transactions – If you feel that an unauthorized transaction has been performed from your pre-authorized account without your permission, contact us immediately at 1-800-717-3991.

Customer Liability Disclosure – Tell us AT ONCE if you feel your Internet/Mobile Account Access has been compromised or if someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your losses down. You could lose all the money in your account plus any amount available under your overdraft protection plan. If you tell us within 2 (two) business days, you can lose no more than \$50.00 (Fifty dollars). If you do NOT tell us within 2 (Two) business days after you learn of the tampering, and we can prove we could have stopped someone from accessing your accounts without your permission if you had told us, you can lose as much as \$500.00 (Five hundred dollars). Also, if your statement shows transactions that you did not make, tell us AT ONCE. If you do not tell us within 60 (sixty) days after the statement was mailed to you, you may not get back any money you lost after the 60 (sixty) days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason exists that (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. If you feel your Internet/Mobile Account Access has encountered unauthorized access, call or write to us at the telephone number or at the address listed at the bottom of this disclosure.

When you give someone your Internet/Mobile Banking username and password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Internet/Mobile Banking session. Remember never share your username and password.

Error Resolution Procedures – In case of errors or questions about your Electronic Transfers, call or write to us at the telephone number or address listed below, as soon as you can. If you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 (sixty) days after we sent you the FIRST statement on which the error or question appeared.

- a. Tell us your name, account number and telephone number.
- b. Describe the error or question you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error and the date of the transaction as shown on your statement.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 (ten) business days. We will tell you the results of our investigation within 10 (ten) business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need

more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. If we decide that there was no error, we will send you a written explanation within 3 (three) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Cross Border Assessment Fee

Cross-Border Assessment fee of 1.00% for each International transaction. This fee may be applied whether or not there is a currency conversion.

This fee will be based on a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date.

Internal Account Transfers

- Processing of Transfer Requests

- o Transfers can be made in 2 ways, on a 1-time basis or recurring. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, \$100 transfer from a checking to a savings account which occurs every 2 weeks.

- o One-time immediate transfers can be made from a linked Constitution Bank checking, savings, money market account or line of credit to most linked Constitution Bank accounts.

- o Scheduled and recurring transfers can be made from a linked Constitution Bank checking, savings, money market account or line of credit to most linked Constitution Bank accounts.

- o Transfers from a deposit account are immediately reflected in the account's available balance.

- Scheduled and Recurring Transfers

- o Transfers scheduled for a Saturday or Sunday will be processed on the prior bank business day with the exception of loans, they post the first business day after the close day or holiday. When scheduling a transfer, you will be giving the option to pick before or after holiday. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.

- Transfers to Credit Accounts

- o Funds transferred as a payment to a line of credit, installment loan or mortgage account before 5:00 p.m. CT will be credited with the date the payment is submitted. Transfer payments submitted after 5:00 p.m. CT will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.

- Transfers to Deposit Accounts

- o Transfers to Constitution Bank checking and savings accounts before 5:00 p.m. CT will be credited with the date the payment is submitted. Transfer payments submitted after 5:00 p.m. CT will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days. Please note that although these transfers are included in the balance, we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history.

- o Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history.

- o All transfers submitted to a deposit account (such as checking, savings, money market) are immediately

reflected in the account's available balance.

External Account Transfers

The service allows Online and Mobile Banking customers to initiate an ACH transfer from your qualifying linked personal account to another account you have at any other Domestic Financial Institution. You may also transfer from your other Domestic Financial Institution to your qualified linked accounts at Constitution Bank. This service also allows you to transfer money to any domestic customer who has given you their domestic bank information. This service can be accessed by clicking on Move/adding a New Payee/External Transfer.

- The system will create 2 credits and 1 debit to the other Domestic Financial Institution's account which you will need to verify in your online/mobile banking. Your linked account will be debited immediately for the transfer out of Constitution Bank. You must have sufficient available funds in the linked account at the time you initiate a transfer. If there are insufficient available funds in the linked account at the time you initiate the transfer, the transfer may not be processed. We can access your overdraft protection, your cash reserve or your other deposit account to make up for any shortage in the available funds.
- For each account, the processing time for the first transfer will depend on how soon the challenge credits and debit are verified within online/mobile banking. If the challenge credits and debit are not verified within 10 days they will expire. Going forward transfers should process in 1-2 business days.
- When completing an external transfer from your account at another Financial institution, the other Financial Institution must also utilize the External Transfer service.
- When completing an external transfer to another Domestic Customer, they will have to provide you with the challenge credits and debit amount for you to verify within your online/mobile banking.
- When completing an external transfer to make a loan payment, once the challenge credits and debit have been verified you will then see the option for loan payment.
- We reserve the right to limit the frequency and dollar amount of the transfers initiated. Such frequency and dollar limits may change from time to time without prior notice to you. If an external account transfer you request would exceed any limits in effect at the time you initiate the transfer, the transfer may not be processed.
- Once an external account transfer is initiated it cannot be modified.
- You agree not to use the external account transfer system for illegal or unlawful purposes, including internet gambling.
- External transfers between qualifying linked Constitution Bank accounts and accounts you may have at other Domestic Financial Institutions/Domestic customers can be for any amount up to \$1,500.00 per day.
- Cut off time for sending an External Transfer is 4:00 PM CST.

P2P (Consumer Accounts Only)

The service allows Online and Mobile Banking customers to transfer money using an email address, text message or by entering in the debit card number of the person you want to send money to. This service will also allow you to receive money using the P2P Service. This service can be accessed by clicking on Move Money/adding a New Payee/P2P.

“Deposit Account” means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from P2P.

“Funding Account” means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for P2P.

“Member” means a person who is any one or more of the following:

- an individual enrolled in the P2P service through any Participating Financial Institution;
- an individual that is enrolled in the P2P Service to receive funds at the Member’s Financial Institution; or

- an individual that is not yet enrolled in the P2P Service, but with whom you attempt to initiate a P2P Transaction.

“Participating Financial Institution” means any financial institution which is participating in, or cooperating with the P2P service. We are a Participating Financial Institution.

“Member’s Financial Institution” means any financial institution, including a Participating Financial Institution, holding a Member’s account that the Member has authorized to receive a transfer of funds as a result of a P2P Transaction.

“P2P Transaction” means a transaction initiated through the P2P Service to:

- transfer funds out of your Funding Account to a Member;
- receive a transfer of funds into your Deposit Account from a Member; and/or

We have partnered with the Visa to enable a convenient way to transfer money between you and Members who have eligible accounts or enrolled with another financial institution that partners with those same entities. Aliases such as email addresses or mobile phone numbers may be used to prompt a Member to provide eligible account data so that a transfer may take place.

The P2P Service is an Online Financial Service. You agree that you are enrolling as a Member of the P2P Service. You agree that you will only use the P2P Service for P2P Transactions entered into for lawful purposes. You will not use the P2P Service to pay taxes or other amounts owed to government entities. You will not use the P2P Service to pay court-ordered amounts such as alimony or child support.

You also agree that when you request money from a Member via the P2P Service it will never be for:

- payment or collection of an overdue or defaulted debt,
- court-ordered amounts such as alimony or child support,
- a gambling debt, or
- an amount owed to someone other than you.

In order to use the P2P Service, you must have an eligible Funding Account or a Deposit Account. The Funding Account and the Deposit Account may be the same account. For the P2P Service offered directly through the Bank’s mobile or online banking application, eligible Funding Accounts and Deposit Accounts include checking or savings accounts. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account.

As part of enrollment into the P2P Service, your email address or phone number may be stored for the use of prompting to enter account information or notification that a transfer has been initiated.

We may from time to time make available additional or new features to the P2P Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any P2P Transaction that we believe may violate applicable law.

Sending emails and text messages on your instruction

- Each time you send money using the P2P Service, you are also authorizing and instructing us to send emails and text messages to the recipient concerning the P2P Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note:
 - o Each time you initiate a P2P Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the

same P2P Transaction.

o These emails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.

- You agree that we may from time to time make telephone calls, send emails and text messages to you in order to:

- o notify you of P2P Transactions, or

- o service your accounts,

- We may call you and send messages to you at any email address, telephone number, or mobile phone number you have provided to:

- o us,

- o any other Participating Financial Institution,

- o a Member.

- You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such email address, telephone number or mobile phone number you have provided to any of these persons for use with the P2P Service. You further acknowledge and agree that:

- o You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

- o Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us including messages that you may send through us, that we may send, or may send on your behalf.

- o To cancel text messaging from us, send STOP when prompted. For help or information regarding text messaging contact our customer service number. You expressly consent to receipt of a text message to confirm your "STOP" request.

- In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

- We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

Gaining access

- You authorize us to provide access to your Funding Account and Deposit Account through the P2P Service to initiate and complete P2P Transactions.

- To access the P2P Service, you must have a username, a password, and the required hardware and software to use internet banking or the mobile application. You must also comply with any other security procedures and policies we may establish from time to time as provided in online user agreement.

- You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the P2P Service.

- Not all types of accounts are eligible for P2P Transactions. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you and/or us.

Terminating access

In the event (i) you violate any terms of this Agreement, (ii) there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the P2P Service, or (iii) we incur problems with your use of the P2P Service, you agree that we may suspend or terminate your access to the P2P Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other P2P participants, suspend or terminate:

- the P2P Service,

- your ability to send or receive funds through a P2P Transaction,
- your ability to send funds through a P2P Transaction, while continuing to permit you to receive funds through a P2P Transaction,
- your ability to request funds from another Member, or
- your ability to receive requests for funds from another Member.

Application of this Agreement after reinstatement

In the event your access to the P2P Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, or any revised or amended version of this Agreement in effect at the time of reactivation or reinstatement, will continue to apply to your P2P Transactions and use of the P2P Service.

Commitment to privacy

We are committed to protecting your privacy. Except as otherwise provided in this Agreement, all information gathered from you in connection with using the P2P Service will be governed by Constitution Bank Privacy Policy.

Use of personal information to identify you and process P2P Transactions

You authorize each Participating Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route P2P to and from your Funding and Deposit Accounts.

In particular, if you:

- receive notice of a P2P Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the P2P Transaction, then

You are also authorizing all Participating Financial Institutions to associate that email address or telephone number with you and with your Funding and Deposit Accounts.

You agree that we may provide information about you to:

- any Member you contact, communicate with, send funds to, or receive funds from, using the P2P Service, and
- any Member's Financial Institution, or any other person, engaged in processing, facilitating, or delivering P2P Transactions to which you are a party.

The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our U.S. Consumer Privacy Notice which would prevent us from providing this information in connection with any P2P Transaction to which you are a party.

Additional provisions concerning use of information

You agree that we may obtain such additional information as we deem reasonably necessary to insure that you are not using our P2P Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the P2P Service, it may be necessary for us to communicate with other financial institutions and other participants in the P2P Service concerning the P2P Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing P2P Transactions or providing the P2P

Service, and you give us a license to do so.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your P2P Transactions in order to:

- initiate and complete P2P Transactions, and
- provide ancillary and supporting services to facilitate your P2P Transactions and use of the P2P Service. Your authorization includes, but is not limited to, providing such information to:
 - Members to whom you send funds or from whom you receive funds, using the P2P Service,
 - Member's Financial Institutions, and
 - any intermediary or service that is in any way facilitating or processing the P2P Transaction.

We may also disclose information to third parties about your account or the transfers you make in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus and merchants.

Each time you use the P2P Service, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by this Agreement,
- you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer, and
- all the information you provide to us is true, current, accurate, and complete.

We will maintain audit logs that track your access.

Changes to email addresses and telephone numbers

You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the P2P Service at any time. Address and telephone number changes may be initiated:

- at your request;
- if we receive notice of change to your email address or telephone number from any Participating Financial Institution or any common carrier; or
- if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is associated with you.

We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

Power of Attorney

For as long as you are using the P2P Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete fund transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the P2P Service as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked;

provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of the Bank and your use of the P2P Service. We will not be responsible for any acts or omissions by these persons.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS AFFECTING A FUND TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that the Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Addendum.

Limitation of Liability

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY OTHER FINANCIAL INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY OTHER FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECIPIENTS' EMAIL ADDRESSES OR CELL PHONE NUMBERS PROVIDED TO US.

We shall have no liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us to complete a transaction in the correct amount, or (ii) any related losses or damages. We shall not be liable for any typos or keystroke errors that you may make when using the Service.

YOU AGREE THAT YOU, NOT WE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

You represent and warrant to us that:

- all Transfer Transactions you initiate are for your own account, and not on behalf of another person,
- you are not receiving any fee or compensation from any other person in return for initiating a P2P Transaction, and
- you are authorized by the receiving Member to make funds transfers to the Member's account at the Member's Financial institution.

Sending Money; Debits by Participating Financial Institutions

You may send money to another Member at your initiation or in response to that Member's request for money. You understand that use of this P2P Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Participating Financial Institution to initiate a debit entry to your Deposit Account. You understand that when you send the payment, you will have no ability to stop it.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. You understand and acknowledge that a person to whom you are sending money

and who is not registered as a Member may fail to complete the request for account information required to complete the transaction, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of other Members, other Participating Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Member.

Frequency of P2P Transactions

We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable accounts. We may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using the P2P Service. The limits on the frequency and dollar amount of transfers are solely for the protection of the Bank.

Dollar amount of Transfer Transactions

You may not make transfers in excess of limits prescribed by the bank for security purposes and/or in compliance with network operating rules. Transfers from a Funding Account may be made up to a daily aggregate dollar limit of \$1,000.

Transfer limits applicable to Members of other financial institutions are governed by the Member's Financial Institution's transfer service agreements.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the P2P Service. For example, in the event that your use of the P2P Service has been suspended and reinstated, you understand and agree that your use of the P2P Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the P2P Service.

P2P Transactions subject to the rules of the Funding Account

All P2P Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any P2P Transaction to a Member's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g. Visa or Mastercard).

P2P Transaction descriptions

We may, in our sole discretion, permit you to add a description or comment concerning the P2P Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment, and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

Failure or rejection of P2P Transactions

We do not make any representation or warranty that any particular P2P Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the

completion date for the P2P Transaction is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a P2P Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a P2P Transaction if:

- the receiving Member does not enroll in or register with the P2P Service;
- the receiving Member does not complete the necessary steps in provided needed information to complete the transfer; or,
- the receiving Member does not register with the P2P Service the specific email address or telephone number you have provided to us for them.

Upon learning that a P2P Transaction to transfer funds from your Funding Account to a Member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the fund transfer is not completed, after 3 business days the funds will no longer be a memo debit to your account.

If you do not have enough money in your Funding Account to make a fund transfer, we may reject your request to initiate the fund transfer.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a P2P Transaction for any reason. We may, in our sole discretion, accept instructions from any Member or from a Member's Financial Institution to block your attempts to use the P2P Service to initiate P2P Transactions with that Member or customers of that institution.

Authorization for fund transfer and suspense of funds

You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the P2P Transaction and to place the funds in memo status pending completion of the P2P Transaction.

You also agree that the Member's Financial Institution receiving the funds for a P2P Transaction may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Member who has either:

- not yet enrolled in the P2P Service;
- not yet identified a Deposit Account, or
- closed the recipient's prior Deposit Account but still has other accounts open with the Member's Financial Institution.

You understand that the Member's Financial Institution receiving the funds may require a Member to manually accept each fund transfer you send to the Member. If the Member does not accept the funds transfer within the time frame set by the Member's Financial Institution, the funds will be returned to you. You understand and agree that we have no control over whether or not the Member's Financial Institution will require manual acceptance, or how long the Member's Financial Institution will hold the funds before returning them.

You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

P2P Transactions that are in process cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member to whom you send money through a P2P Transaction.

Processing payments by other Members to you

- **Payments to you from other Members**

- o You authorize other Members to transfer funds to you as part of the P2P Service.

- o Fund transfers we receive from a Member on your behalf will be credited to your Deposit Account. All payments received are subject to the rules and regulations governing your Deposit Account.

- o Most transfers of money to you from other Members will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations.

- If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

Refunding payments made to you by Members

You agree that you are responsible for the full amount of any P2P Transaction we credit to your Funding Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed P2P Transaction, plus any applicable fees, from your Funding Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member from whom you receive money through a P2P Transaction.

Discharge of obligations

You understand and agree that the extent to which a P2P Transaction discharges an underlying obligation you have to the recipient of a P2P Transaction, or an underlying obligation owed to you by the sender of a P2P Transaction, will be determined by your agreement with the other party and other applicable law.

Requesting money

We may, at our option, offer you the ability to send a request for money to another Member. You understand and agree that:

- All requests for money must be delivered to an email address if a Member has not registered a mobile phone number with us or a Participating Financial Institution.

- You understand and acknowledge that Members to whom you send payment requests may reject or ignore your request. We do not guarantee that you will receive money from other Members by sending a payment request. If a Member ignores your request, we may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. We have no obligation to advise you on whether or not the request has been received.

- You will not make or repeat a request for money to a Member after you have received notice from any person that either:

- o the Member does not wish to receive a request for money from you, or

- o the Member disputes or disclaims the obligation for which the request is made.

- We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

Receiving a request for money

We may offer other Members the ability to send you a request for money. You have no obligation to respond to the request, either through the P2P Service or otherwise. You authorize us to deliver to you all requests made by other Members that we reasonably believe are addressed to you. You understand and agree that:

- We are not able to control the frequency, content, or purpose of requests that may be sent to you by other Members.
- We make no representations or warranties concerning the genuineness or accuracy of any request you receive.
- We do not guarantee that you will receive requests addressed to you through the P2P Service.
- We may not be able to prevent or block requests from being sent to you, either by specific Members or generally, unless you terminate your enrollment in the P2P Service.

Your P2P Transactions will appear in the online transaction history and in the periodic statements for your Funding Account.

Miscellaneous

Subject to the terms of this Agreement, the P2P Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or any authorized third party's control. Live customer service generally will be available Monday through Friday during regular bank hours of operations, excluding US bank holidays.

Limitations and Dollar Amounts for Transfers and Payments

Transfers and Payments made using Internet/Mobile Banking are subject to the following limitations:

- Bill payments can be for any amount.
- Bill Payments can only be scheduled up to 365 days in the future.
- Expedited payments are available.
- One-time immediate, scheduled and recurring transfers between qualifying linked Constitution Bank accounts can be for any amount between \$0.01 and \$999,999.99.
- External Transfers between qualifying linked Constitution Bank accounts and accounts you may have at other Domestic Financial Institutions/Domestic customers can be for any amount up to \$1,500 per day.
- P2P payments can be for any amount up to \$1,000.00 per day. (Consumer Accounts Only)
- All transfer limits are subject to temporary reductions to protect the security of customer/member accounts and/or the transfer system.
- At the Constitution Bank discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements
- Transfers from Money Market Deposit Accounts
 - o Federal regulations and the deposit agreement impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, or Internet/Mobile Banking transfers or payments from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest. Each transfer or payment through the Internet/Mobile Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. For this reason, we do not allow bill pay from a savings or money market deposit account. Please review the deposit agreement for your account for more information.

Transfer/Payment Authorization and Sufficient Available Funds

- You authorize Constitution Bank to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.

- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details.
- At our option, we may make a further attempt to issue the payment or process the transfer request.
- Constitution Bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Canceling Transfers and Payments

- **Bill Payments**

- o Subscribers may delete a scheduled payment or recurring series by clicking on the payment and deleting transfer.
- o Subscribers may edit a scheduled payment or a recurring series by clicking on the payment and clicking on the edit icon.
- o A user can add, edit or delete payees.
- o A bill payment can be cancelled or edited only if the transaction is pending; meaning the payment is in a scheduled status to process within the next 45 days.
- o Electronic payments scheduled for the next day cannot be stopped.
- o If a stop payment is needed for a draft check, and you are unable to stop via the app or online bill pay, notify Constitution Bank at 1-800-717-3991, after review we will determine if a stop payment request is possible and if we are able to place a stop payment, our current Stop Payment fee will apply.

- **Transfers**

- o You cannot cancel a 1-time immediate transfer after it has been submitted in online/mobile banking and the information has been transmitted to us.
- o Future-dated and recurring transfers can be canceled prior to 7:00 AM CT on the bank business day the transfer is scheduled to be made or until the transfer has been marked in process. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Transfer History.

Alternative Method

Note: The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at: 1-800-717-3991 or by writing us at P.O. Box 310, Hillsboro IL 62049

We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment or transfer that is pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

Amendments – We may amend all terms and conditions at any time, but will give you notice 30 days before the amendment becomes effective if the amendment will result in increased charges or liability to you or a few types of available electronic fund transfers or limitation of the transfers you may make. Such notice will be mailed to you at the last address of record on our files, by emailing you or posting on our website. If, however, an immediate change in terms and conditions is necessary for security reasons, we may amend these terms and conditions without prior notice. If other terms and conditions set by us are in conflict with the disclosure,

this disclosure statement will prevail.

Maintenance Fee – We reserve the right to adjust the monthly maintenance fee for the use of this service. Prior to fee changes, we will notify you in writing 30 (thirty) days before all changes go into effect. Your use of the service after the effective date of change confirms your agreement to the changes. Currently we offer Internet/Mobile Banking for free!

Right of Termination –Your Internet/Mobile Banking remains in effect until it is terminated by you or Constitution Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through email, secure message system or by calling customer service at 1-800-717-3991. This cancellation applies to your Internet/Mobile Banking services, and does not terminate your Constitution Bank deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. We may terminate your participation in Internet/Mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so. If you have transfers scheduled, they will cease once you are cancelled. We will cancel your enrollment in this service after 180 days of nonuse.

Business Online\Mobile Banking

For any of the Business Online/Mobile Banking Service please contact the bank so we can determine if you qualify for the service and prepare the necessary Agreements.

ACH Origination- Customer wishes to initiate ACH credit and/or debit entries pursuant to the ACH Rules (the Rules), and Bank is willing to act as an Originating Depository Financial Institution (ODFI) with respect to such entries. The Customer agrees to comply with and be bound by the Rules. In the event the Customer violates any of the applicable Rules and NACHA imposes a fine on the Bank because of the Customer's violation, the Bank may charge the fine to the Customer.

Security Procedures. The Customer shall comply with the security procedure requirements described in the ACH Agreement.

We will follow our normal Customer Due Diligence for any Originator such as collecting the drivers license for signers, supporting documents for business or organizations and performing ID verification. Audit may conduct on-site business visits if necessary.

Wire Transfer- Wire transfers will be processed within the cutoff times specified in the Wire Transfer Agreement. Uncollected funds may not be used for wire transfers. If applicable, the Wire Transfer Agreement that You previously executed will govern Business Banking wire transfer Services.

All outgoing wire requests must have a Wire Transfer Agreement signed. Upon signing the Wire Transfer Agreement, we will request and copy of driver's license to verify the authenticity of the sender. Wire request will also be subject to a call-back by the wire department to the sender's phone number on file to further verify the authenticity of the request. If the sender cannot be reached at a phone number on file, or if there is no phone number on file, the wire will not be initiated.

Security Procedures.

- Use appropriate tools to prevent and deter unauthorized access to its network and periodically review such tools to ensure they are kept up to date. These tools include: Firewalls, Anti-malware and anti-spyware programs, Anti-virus software, and Intrusion Detection Systems.

- Keep all network servers and PC workstations current with the latest security updates and patches.
- Require unique User IDs to sign into workstations.
- Enable time out features on all computers.
- Practice password controls including but not limited, to strong password requirements, periodic changes in passwords, lockout features after a certain number of invalid login attempts and automatic lockout after defined amount of no activity.
- Restrict access to files on network by job duties
- Ensure physical security of all systems, especially those used for online banking. Ensure these systems are kept in an area that can only be accessed by authorized employees and cannot be tampered with.
- The Customer is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Customer's personal computer and used for Wire transfers. The Customer agrees to comply with written procedures provided by the Bank for the creation, maintenance, and initiation of Wire transfers.
- The Customer is solely responsible for access by its employees of the data files maintained on the Customer's computer.
- The Customer is responsible for operator security procedures on the one personal computer licensed for use of the program.

Positive Pay-The Positive Pay system tracks the checks issued and paid on selected commercial accounts. Positive Pay can be used to provide fraud control services to our commercial customers. The positive pay customer provides the bank with files of issued check items which are stored on the DDA System (The CSleSafe system is recommended to ensure secure email transmissions.) The file format must be in a flat file format or a QIF format common to most readily available money management software. The DDA System then updates the item status when the checks are paid at the teller window, through the bank's cash letter, proof work, or ACH.

Remote Deposit- With our remote deposit solution you just scan your paper checks and send the scanned images electronically or via mobile deposit to deposit into your checking account. Remote deposit can help you streamline your deposits and gain access to your funds. You'll save time and money while you enjoy 24/7 convenience.

INTERNET/MOBILE BANKING PRIVACY POLICY

Safeguarding Your Privacy – You have chosen to do business with us, and we recognize our obligation to keep your financial information confidential.

Information Security – Keeping your financial and personal information secure is one of the most important responsibilities we have. Everyone at Constitution Bank values your trust and will handle all information with care. Our employees access your information only when needed to maintain your accounts or when we are considering your request for additional services or exercising rights under any agreement you have made with us. All of your information is safeguarded according to the established security procedures and standards set forth by this bank. All employees are trained to comply with these procedures.

Information Accuracy – Keeping account information accurate and up to date is very important. In the event that you find our records are not current, incomplete or not accurate please write us at:

Constitution Bank, Internet Banking, PO Box 310, Hillsboro, IL 62049 or Fax: 1-217-532-2225

We will correct this information as quickly as possible. We require your signature on all requests for changes made by mail or fax and may contact you by phone for verification.

Online Banking Security – When you access your account information via Constitution Bank Internet Banking, the information is stored on our host data processing system at all times. Each Internet Banking session is established by Secure Socket Layer (SSL) for a secure connection between your internet access device and our host data processing system. We will never ask for your password nor should it be disclosed to anyone at any time.

Information Collection – Some areas of our website require various personal information, such as your Social Security Number for Internet/Mobile Banking, or your email address to correspond with you. We only collect information if it is necessary to conduct business with you. If you browse our website anonymously your personal information is not requested nor collected.

Trust – You can count on us to keep your information private. This includes: at branch locations (in person), over the telephone, or through the Internet.

Selling Information to Outside Sources – Constitution Bank does not share or sell your information to anyone. From time to time we may solicit you on special offers or promotions we may be offering. These printed materials are created by the bank for our customers. Your name, address or any account relationship is never outsourced to other companies. Payment patterns are reported to a Credit Reporting Agency. By accepting this disclosure you are opting to receive promotional materials occasionally from the bank. If you do not want these materials you may decline this disclosure.

Contact by Constitution Bank or Affiliated Parties- No Constitution Bank or Payee employee, nor any company affiliated with Constitution Bank will contact you via email or phone requesting your internet/mobile username or password. If you are contacted by anyone requesting this information, please contact us immediately.

COMPUTER SECURITY

Safeguarding Your Computer – Security is an important issue when considering Internet banking. We at Constitution Bank make every effort to assure the safety of your data. Once in our Internet Banking system, you can be assured that your data is encrypted and monitored for your safety. Safety, however, is not just a bank responsibility, but is also a user responsibility. Most Internet “Hacking” occurs at an individual user level rather than over an entire system. The “Hackers” often use “Trojan Horses” to see into your system. This could allow them to access your passwords, which they could then use to pose as the user to log into our system. This sounds alarming but there are two important ways to protect your computer.

Information Security – The most frequent way “Hackers” enter your system is through email attachments. E-mail itself does not contain viruses, but attachments can. So the most fool proof way of eliminating this possibility would be to only open email attachments from people you trust. This method can be further enhanced by installing and running Anti-Virus software. This software runs in the background of your system and can detect viruses and either not let them setup in the first place or destroy them before they can do any damage. This software works very well, but **MUST BE UPDATED FREQUENTLY**. The reason the software must be updated frequently is because new viruses are created each day by people who are not always well intentioned. In order for the software to be effective it must receive new updates of virus definition. These new definitions allow the software to identify the new viruses. The process of updating virus definitions is fairly easy and the software you choose should have instructions on how to receive updates (usually you can download

updates through the Internet from the software provider's web site). These updates are generally free for a year and then for a nominal fee you can gain access to ongoing updates. We do not recommend any specific anti-virus software, but the following are web sites to some of the more popular: Norton Anti-virus at <http://www.norton.com/nav/index.html> or McAfee ViruScan at <http://www.mcafee.com/>. Internet security is important to us and should be important to you as a user of our services. Safe Internet banking starts with our bank and finishes with you.

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USER SECURITY- You agree to keep your computers and devices secure and to close your Online and Mobile Banking Application when not in use. If you suspect your mobile device has been lost or stolen, you must notify Constitution Bank immediately by calling 800- 717-3991 to disable your mobile banking application. If you suspect your computer has been compromised, you must notify Constitution Bank immediately by calling 800-717-3991 to disable your online banking account.

LIMITATION OF LIABILITY- You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Constitution Bank has been informed of the possibility thereof.

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Any transmission to this SERVICE, including E-mails shall be deemed and remain the property of Constitution Bank. Constitution Bank shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a SERVICE user to Constitution Bank through this SERVICE.

Use of External Email Address

If, for any reason your external email address changes or becomes disabled, please contact Constitution Bank immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address via Internet/Mobile banking, visiting your local branch or by calling us at 1-800-717-3991. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills.

Acceptance of these Terms- Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change with a new Terms and Agreement at log-in to Online and Mobile Banking. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Constitution Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Constitution Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Relation to Other Agreements- Your use of Internet/Mobile Banking services may also be affected by the agreements between us for your linked Constitution Bank accounts. When you link an account to Internet/Mobile Banking services, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Internet/Mobile Banking services

Modifications- Constitution Bank may at any time make modifications, changes, and alterations to the Contents of this SERVICE. Your continued use of this SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Limitations of Service- When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software - In order to use the Services, your computer or device must be compatible with the correct operating system. You must obtain and maintain, at your expense, compatible hardware and software

as specified by Constitution Bank from time to time. Constitution Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

Other Terms-You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Illinois and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of the Agreement unenforceable or invalid.

Severability- To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver- No waiver by Constitution Bank of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Service Hours-Internet/Mobile Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. Our Call Centers are available from 8:30 a.m. to 4:30 p.m. CT, Monday – Thursday, 8:30 a.m. to 5:00 p.m. CT on Friday and 8:30 a.m. – 12:00 p.m. CT on Saturdays excluding bank holidays. You may also write us at:

Constitution Bank
230 S Main St
P.O. Box 310
Hillsboro, IL 62049

You may contact Constitution Bank by E-mail, by phone or by writing to us. 1-800-717-3991

info@constitutionbank.com **Note:** *Do Not Send Sensitive information via email. Secure Messages can be sent through the menu item named "Messages".*

