



Emprise People Pay Service Agreement & Disclosure

This Emprise People Pay Service Agreement and Disclosure (“*Addendum*”) incorporates, supplements, and supersedes where inconsistent, the terms of your Online & Telephone Banking Agreement (the “*Agreement*”) with us and sets forth the terms and conditions of the Emprise People Pay service (“*Service*”) offered by Emprise Bank. In this Addendum, “*you*” refers to each owner and authorized signer on the accounts that may be used with the Service. The terms “*we*,” “*us*” and “*Bank*” refer to Emprise Bank. Terms not otherwise defined in this Addendum will have the same meanings as set forth in the Agreement. Your use of the Service will be deemed further evidence of your agreement to these terms.

Before you can use the Service, you must be enrolled for our online banking service and have an eligible checking account with us. At our discretion, we may refuse to allow certain accounts to be linked to any Service. You also will need the equipment described in the Agreement. If you are unable to connect to the Service for any reason, please contact us at 1-855-383-4301 or 316-383-4301.

FUND TRANSFERS. You can use this Service via online banking or mobile banking to send funds from your designated consumer account with us to other consumer accounts within the United States.

SENDING FUNDS. You may instruct us to send funds from your Bank account to a recipient that you designate. There are several ways to send funds using this Service. If you know the recipient’s account information (e.g., account number and bank routing number) you can instruct us to send funds directly to that account (a “One-Step Transfer”). If you do not know the recipient’s account information, you can instruct us to send an email or SMS text message to the recipient, advising the recipient of the pending transaction and asking the recipient to provide the account information and other information we need to complete the transfer (a “Two-Step Transfer”).

Each time you instruct us to process a Two-Step Transfer, you warrant to us that you have obtained the recipient’s permission to send SMS text messages to the mobile phone number you provide to us with your instructions. You authorize us to act as your agent and attorney-in-fact for the limited purpose of communicating with recipients regarding your transactions (e.g., sending SMS text messages on your behalf).

Transfers are sent to recipients as electronic transfers (e.g., where you or the recipient provide us with the recipient’s account information). Electronic transfers will normally be deposited to the recipient’s account within three business days of the scheduled transfer date for One-Step Transfers or, in the case of Two-Step Transfers, the date we receive all information we require from the recipient for the electronic transfer.

We may charge your account for electronic transfers as early as the scheduled transfer date and credit funds to an omnibus account used to process transactions. If a recipient fails to respond to the email or text message sent in connection with a Two-Step Transfer within 10 days or the transfer cannot be made for any other reason, we will notify you and, if the transfer amount was previously charged to you, return the transfer amount to your account.

The cutoff time for submitting transfer instructions is Monday through Friday by 8:00 p.m. Instructions received on a weekend, or holiday, or after the cutoff hour on a business day may be processed by us on the following business day. We will provide an electronic confirmation number at the time that you set up each transfer instruction.

Erroneous Transfer Instructions. You assume sole responsibility for you and/or the recipient accurately describing transfer amounts, accounts, financial institutions, and addresses. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate transfer instructions. If you give us a transfer instruction (or the recipient gives us information related to your instruction) that is incorrect in any way, you agree that we may charge your account for the transfer whether or not the error could have been detected by us. We are not obligated to detect errors in transfer instructions.

Rejecting Transactions. We may reject transfer instructions with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a transfer instruction, for example, if you do not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If we reject an instruction to transfer funds from your Bank account, you will need to re-enter the information if you wish to make the transfer at a later date.

Not all types of accounts are eligible for this Service. Be sure to check with us and other financial institutions for restrictions regarding transfers to and from accounts (e.g., 401k, IRA, savings and money market accounts). We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the account provider or those imposed by applicable law.

Cancelling and Changing Transfer Instructions. Your ability to cancel or change a transfer depends on the method you use to send funds through the Service. If you request a Two-Step Transfer, you may cancel or change the transfer by deleting your instruction from the transfer screen any time before it is claimed by the recipient. After that, you do not have a right to cancel or change a Two-Step Transfer. If you request a One-Step Transfer, you do not have a right to cancel or change the transfer after it is submitted to us. Although we may attempt to act on any cancellation or change request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have affected the cancellation or changed the transaction. Our acceptance of any cancellation or change request will not obligate us to accept any future request for cancellation or to otherwise change the transfer. You agree to indemnify, defend and hold us and our agents harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we or our agents incur, in connection with any request by you to cancel or change a transfer instruction.

Receiving Funds. You understand that you may receive funds through the Service via a payment generated by another individual. You understand that the receipt of money is subject to the terms and agreements of the accounts you have with Emprise Bank.

NO WARRANTIES. THE SERVICE IS MADE AVAILABLE ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS SERVICE. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THE SERVICE. THIS PROVISION SHALL NOT BE DEEMED TO LIMIT OUR OBLIGATIONS AS OTHERWISE SET FORTH IN THIS ADDENDUM OR AS REQUIRED BY LAW.

HOURS OF OPERATION; SERVICE UNAVAILABILITY. You can use the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is temporarily unavailable due to system outages, maintenance or technical difficulties, including those of the Internet service provider or software provider. We may suspend this Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. We assume no responsibility for any damage or delay that may result from such unavailability.

PRIVACY. We may disclose information about you, your accounts and the transactions you perform to companies that perform services for us (such as check printers and data processing firms), with your permission, to our affiliates, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a transaction; to report the existence, history and condition of your account to credit reporting agencies; and to comply with government agency and court orders. Please see our Privacy Policy on our website or call us at 1-855-383-4301 or 316-383-4301 for information about how we gather, use and secure nonpublic personal information about you.

DISCREPANCIES. We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers.

If a transfer instruction identifies a recipient or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

STATEMENTS. We will send or make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.

SERVICE FEES. We may impose a fee for overdrafts which may be incurred in connection with the People Pay Services for insufficient funds in or Bank holds on your Account (see our Schedule of Charges for NSF and ODP fees that could affect your Account.) Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges.

TRANSACTION LIMITATIONS. We reserve the right to limit the frequency and dollar amount of transfers for security reasons. Transfers may only be made in U.S. dollars. Any and all transfers sent to an email address, as a text to a mobile number, or sent direct deposit will be limited to between \$500 and \$1,000 per transaction depending upon selected payment method. We may change these limits at any time. If your transaction is scheduled to occur on a weekend, a holiday, or after our cutoff hour, we may determine your transaction limitations as if the transaction occurred on the following business day. We may permit you to exceed these limits from time to time at our sole discretion, but may cease doing so at any time and without prior notice.

We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law.

PROHIBITED PAYMENTS. The following types of payments are prohibited through this Service and we have the right but not the obligation to monitor and/or block, cancel or reverse any:

- Payments to or from persons or entities located outside of the United States;
- Payments that violate any law, statute, ordinance or regulation;
- Payments that violate the acceptable use of the Payment Service.

In no event will we be liable for any claims or damages resulting from your attempt to make any prohibited payments. We have no obligation to review or resolve any claim resulting from a prohibited payment.

HOW TO NOTIFY US OF A PROBLEM. If you have a question about a Service transaction, believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 1-855-383-4301 or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201.

In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device.

YOUR RESPONSIBILITY. Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. You have sole responsibility to monitor and review your statements and the payments from your Account and to immediately report any suspected fraud or unauthorized access to your Account or Account Information. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

OUR RESPONSIBILITY. If we do not complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if: (a) we process your transfer in a timely manner, but the recipient rejects your transfer or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer, or the transfer would exceed the credit limit on any overdraft line you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer; (d) the recipient or transaction information you supply to us is incorrect, incomplete or untimely; (e) the system was not working properly and you knew about the problem when you requested the transfer; (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken; (g) you do not authorize a transfer early enough for your transfer to be made and properly credited by the recipient by the time it is due; (h) a transfer could not be completed due to the system's unavailability; or (i) you fail to follow our on-screen instructions properly.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSFERS. Call us at 1-855-383-4301 or 316-383-4301, or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201 as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that 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. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

INDEMNIFICATION. Except as otherwise set forth in this Addendum, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions,

provided that they are taken/omitted in accordance with this Addendum or your instructions. This provision shall survive the termination of this Addendum.

OTHER TERMS. Please see the Agreement for other terms relating to this Service (e.g., waivers, governing law, and overdrafts). You agree to comply with the Account Terms and Conditions found on our website, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Addendum, this Addendum, the Agreement, and your Account Terms & Conditions contain all of the terms of our agreement with you with respect to the Service.

CHANGE IN TERMS. We may add to, delete from, or change the terms of this Addendum at any time by sending a notice to any of you at the mail or e-mail address shown in our records, by posting the notice or an amended Addendum or agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Addendum and your use of the Service. Note: Some of our Services may not be available at all times. We may make additional Services or new features available from time to time.

TERMINATION. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Without limiting the preceding sentence, we may terminate or suspend your use of the Service if you have three or more overdrafts or non-sufficient funds transactions on your accounts during any rolling 12-month period. If you decide to cancel the Service, call us at 1-855-383-4301 or 316-383-4301, or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201. Let us know if you have any outstanding scheduled transfers that you also wish to cancel. Unless you advise us not to make such transfers, you will be responsible for any transfers we make following your notice of termination. We may refuse to make scheduled Service transfers following termination of the Service. Any indemnification required by this Addendum shall survive its termination.

BUSINESS AND OTHER NON-PERSONAL ACCOUNTS. Our obligations set forth in Sections "Our Responsibility" and "In Case of Errors or Questions about Your Transfers", and the limitations on customer liability set forth in Section "Your Responsibility" and in periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt or the availability of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you. Each time you use the Service to submit a transfer or payment instruction to us, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).