

## Digital Banking EULA

Agreement Text: Please read the End User License Agreement (EULA) and Electronic Funds Transfer (EFT) Disclosure and Privacy Policy below. It includes disclaimers of liability and other matters of interest to users. After reviewing the End User License Agreement, click the box to confirm that you have read and agree to the terms of the service and click "Accept". The agreement can also be found in the Settings section of Digital Banking Online and Mobile application.

Your use of Digital Banking services constitutes agreement to the terms of this Digital Banking Agreement and Electronic Funds Transfer Disclosure and acknowledgment that you have received a copy of Commercial Bank & Trust Company's Privacy Policy Statement.

### Disclosure Agreement:

#### Introduction

"We," "us," and "our" means Commercial Bank and Trust Company. "You" and "Your" means each depositor who establishes a Digital Banking service with us or who uses or is authorized to use a Digital Banking Identification Number and Digital Banking Personal Identification Number (PIN) or other means of access, which we establish or approve. The term "Digital Banking" refers to our service that allows you to transfer funds, access accounts, obtain information, and perform other transactions over the Internet, including the optional Bill Payment service, by use of a compatible personal computer (with sufficient power and memory) and modem and/or other means which we now authorize or may allow from time to time.

This agreement states the terms and conditions that apply when you use our Digital Banking service. These terms and conditions are in addition to those terms and conditions that apply to any accounts you have with us or any other service you obtain from us. You are also required to follow all of our instructions and procedures applicable to the services covered by this agreement. This agreement shall be governed by and interpreted under Tennessee and federal law. We reserve the right to amend or terminate the Digital Banking service at any time.

#### Identification Number and Personal Identification Number

You agree that the Digital Banking Identification Number, assigned by us, and the Digital Banking Password, chosen and entered by you, controls the account security. You will be

requested to change your Password the first time you enter the Digital Banking service. You can change your Password at any time through the Option section of the Digital Banking service. You are responsible for all transactions you and any authorized user make. If you have given someone your Digital Banking Identification Number and Password and want to terminate that person's authority, you must change your Password, Password and 2FA (two factor authentication) passcode and notify the bank. You agree to protect the Passwords and hold us harmless from unauthorized use.

You are solely responsible for controlling and safekeeping access to your User ID, password and two factor authentication (2FA) passcode. 2FA is a specific type of multi factor authentication that strengthens access security to your Digital Banking.

### Your Liability

Notify us immediately if your Identification Number or Password has been lost or stolen. Failure to notify us immediately could result in the loss of all money accessible by the Password. If you tell us within two business days after you learn of the loss or theft of your ID and Password, you can lose no more than \$50.00 if someone used your ID and Password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your ID and Password, and we can prove we could have stopped someone from using your ID and Password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 hospital stay kept you from telling us, we will extend the time periods. Any information downloaded by you to your financial or other software becomes your property and responsibility.

### Account Ownership

You agree that the provisions of joint account ownership apply to the Digital Banking service if the account(s) being accessed is jointly owned. Any account that requires more than one signature cannot be designated for withdrawals.

## Digital Banking Transactions

You, or someone you have authorized by giving them your Digital Banking Identification Number and Personal Identification Number (even if that person exceeds your authority), can instruct us to perform the following transactions:

1. Make transfers between your qualifying accounts to the extent authorized
2. Obtain information that we make available about your qualifying account

Certain Transaction Fees may apply to Money Market and High Yield Accounts with the use of this service. Please refer to the current Commercial Bank & Trust Co. Service Charge Schedule of Fees associated with these type of transfers at

<https://www.cbtcnet.com/service-charge-schedule> Fees are subject to change.

## Limits on Internet Banking Transactions

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer.

You also agree to the Terms and Disclosures that you received when you opened your deposit account. You can request another one of these at the time you fill out your Digital Banking Application.

## Our Liability for Failure to Complete Payments or Transfers

If we do not complete a payment or 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 exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds; if any payment or transfer would go over the credit limit of any account; if your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction; if you have not given us complete, correct, or

current account numbers or other identifying information so that we properly credit your account or otherwise complete the transaction; if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information or fail to correct or to tell us about any inaccuracy of which you are aware; if you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due; if the money in the account from which a payment or transfer is to be made is subject to legal process or other claim restricting the transaction; if circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

### Business Days

Our Digital Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday, except bank holidays. Transfers made after 7:00 P.M. will be processed on the next business day.

### Statements

Your Digital Banking payments and transfers will be indicated on the monthly or quarterly statements we provide. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or statement information. Disclosure of Account Information to Third Parties We will disclose information to third parties about your accounts or the transactions you make:

Where it is necessary for completing a transaction; or In order to verify the existence and condition of your accounts to a third party such as a credit bureau; or In order to comply with a governmental agency or court order; or If you give us your written permission; or To collect information for internal use or the use of our service providers for purposes of offering or providing you other products or services or to our affiliates; or It involves a claim by or against us concerning a deposit to or a withdrawal from your account; or Where otherwise required or permitted under state or federal laws and/or regulations.

## Optional Bill Payment Service

**Account Designation and Payees.** All bill payment(s) you make through Bill Pay will be transacted through various service providers. All bill payment(s) shall be deducted from the account you have designated as your bill payment account (the "Designated Transaction Account").

Any payee you wish to pay through Bill Pay must be payable in US Dollars and must be located in the United States (including US Territories and APO's/AEO's). The Bank is obligated to notify you promptly if it decides to refuse to pay a person(s) or entity designated by you. This notification is not required if you attempt to make a payment to a category of payee which is prohibited under this Agreement.

Each payee must appear on the payee list in your database. To add a new payee, login to Digital Banking, click "Bill Pay" tab, and follow the instructions on the screen. You may also call the Bank to speak with a representative or visit any branch location for additional information.

You may add a new fixed payment to a "Payee" by accessing Bill Pay through Digital Banking and entering the appropriate information. Most other additions, deletions, or changes can be made through Digital Banking. The Bank reserves the right to refuse to pay any person(s) or entity to which you may direct a payment.

**Processing.** The Scheduled Initiation Date is the date you select for the transaction to occur. Funds will be taken out of the designated transaction account, or any such other account as may be designated by you and approved by the Bank, on or several days after the Scheduled Initiation Date. In many cases, your bill payments are electronically delivered to the payee within five (5) business days of the Scheduled Initiation Date. However, some payees are not configured to accept electronic bill payments.

In these cases, a paper check will be sent to such payee(s), which may take up to ten (10) business days to process and deliver. Single Payments - a single bill payment will be processed on the business day (generally Monday through Friday, excluding federal holidays) that you designate as the Scheduled Initiation Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off times are currently 7:00 a.m. and 2:00 p.m., Central Standard Time for electronic payments and 3:00 p.m. Central Standard Time for check payments.

**Recurring Payments** - When a recurring bill payment is processed, it is automatically rescheduled by Bill Pay. Based on your selected frequency settings for the bill payment, a processing date is calculated for the next occurrence of the payment. If the calculated

processing date is a non-business date (generally weekends and federal holidays), it is adjusted based upon the following:

If you select the "Pay Before" option, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If you select the "Pay After" option, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings specify the 29th, 30th, or 31st of any month as your Scheduled Initiation Date, and that day does not exist in the month of the calculated processing date, then the last calendar day of that month will be used as the calculated processing date.

Bill Pay will calculate the Estimated Arrival Date of your payment. This is only an estimate. Please allow ample time for your payment to reach your payee(s). Bill payments are processed by outside service providers and the Bank is not responsible for making payments upon your authorization or for mailing or sending a payment to the designated payee. The Bank is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the Scheduled Initiation Date or the payment processing date.

The Bank is not responsible for and assumes no liability if the Estimated Arrival Date generated by Bill Pay is inaccurate due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, for any lack of care by the outside service providers, or for any other circumstance that is beyond the Bank's control. In addition, the Bank is not responsible for and assumes no liability if bill payments cannot be made due to incomplete, incorrect, or outdated information.

Available Funds Required. All bill payments initiated through Bill Pay are contingent upon sufficient funds available in the Designated Transaction Account to cover the bill payment on the Scheduled Initiation Date and the calculated processing date. Please refer to the Funds Availability Disclosure provided to you at account opening to determine the funds availability policy for your account(s). You may request another copy of this disclosure from any Bank representative by telephone, postal mail, or in person at any of our branch locations.

Stopping or Modifying a Bill Payment. A bill payment can be changed or canceled any time prior to the cutoff time on the calculated processing date. Electronic payments process twice daily, 7:00 AM CST and 2:00 PM CST. Check payments process at 3:00 PM CST. Check payments can be stopped as long as they have not yet been presented for payment.

Rush payments, gift checks and charity checks are drawn off of your account and a stop payment can be placed the same manner as a regular check written out of your account. Electronic payments cannot be stopped after they have processed.

**Authorization to Charge Your Account(s).** You authorize the Bank to charge your Designated Transaction Account(s) for any transactions accomplished through Bill Pay, including the amount of any bill payment, and for any charges for Bill Pay and/or stop payment request(s). You authorize the Bank to process bill payments according to the instructions that the Bank receives if the instructions are received by the Bank through Bill Pay. You authorize the Bank to initiate any reversing entry or reversing file, and to debit your Designated Transaction Account(s) in order to correct any mistaken credit entry.

You understand that if a bill payment describes the payee inconsistently by name and account number, execution of the bill payment shall occur on the basis of the account number, even if it identifies a payee different from the named payee. Your obligation to pay the bill payment to the Bank is not excused in such circumstances.

The Bank shall have no liability for the execution or failure to execute a bill payment that includes a discrepancy between the name of a payee and an account number, or which is to be made from an account with insufficient available funds. The Bank shall not be responsible for resubmitting any payment for you after funds become available in your Designated Transaction Account.

**Person to Person.** Bill Pay offers a person to person payment service to send domestic payment to private individuals by simply using an email address or mobile phone number. To protect you and the Bank, we require you to enter a keyword for the transfer. You should provide this keyword to the payee personally. A link will be sent to the recipient that will direct the recipient to our website where the necessary banking information can be provided online to complete the transfer.

The payee will be responsible for providing the correct bank routing number and personal account number. You will not have access to their banking information. Once the information has been entered, the transfer will be made through the ACH network and could take up to two banking days to arrive.

**Liability.** You are solely responsible for controlling and safekeeping access to your User ID, password and two factor authentication (2FA). 2FA is a specific type of multi factor authentication that strengthens access security to your Digital Banking. If you want to terminate another person's authority to use Bill Pay, you must notify the Bank and arrange to change your User ID, password and 2FA. You will be responsible for any bill payment request(s) you make that contain an error or duplicate a previous bill payment.

The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions as prescribed in this Agreement. The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from any payee(s) for a bill payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent.

## External Transfers

The Online Banking Services available to you may include the ability to engage in external transfers. You understand and agree that by entering into this Agreement, you consent to terms set forth herein with respect to the external transfer service and if you do not agree to these terms specific to the external agreement, you should not use the external transfer service. The external transfer service allows you to transfer funds between your deposit accounts and loans at Commercial Bank and certain deposit accounts at other financial institutions. You will need to enroll each of your non-Commercial Bank accounts that you wish to use for this external transfer service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this external transfer service will be verified in accordance with Commercial Bank's procedures. The verification process must be completed by you prior to using the electronic transfer service. You will have a defined number of days, as defined in Commercial Bank Digital Banking , after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred from your Commercial Bank account will be debited from your Commercial Bank account the Business Day following the day you initiate the transfer, provided you have met the cutoff time for submitting external transfers. Funds requested to be transferred to your Commercial Bank account will be credited to your Commercial Bank account three (3) Business Days following the day you initiate the transfer, provided you have met the cutoff time for submitting external transfers. Funds requested to be transferred to your Commercial Bank loan will be credited to your loan on the effective date of the transfer, which shall be no earlier than the Business Day following the day you initiate the transfer, provided you have met the cutoff time for submitting external transfers. In the case of a future dated or recurring transfer, these time limits will be the Business Day following the scheduled date of the transfer. The cutoff time for initiating transfers is 4:00 PM Central Time. Funds requested to be transferred will be



debited/credited to the non-Commercial Bank account according to the receiving bank's availability and Transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be cancelled by 4:00 PM Central Time the day prior to the scheduled transfer date. If the transfer status is "In process", "Pending", or "Processed", you cannot cancel the transfer.

Transfers are subject to number and dollar limits, at Commercial Bank's discretion, unless otherwise agreed upon by you and Commercial Bank. Limits will apply to the total of all external transfers on a specific type for all Accounts enrolled in the Electronic Transfer service. Commercial Bank may change your dollar limits and transfer limits at any time.

A transfer may not be completed if we believe it is not genuine, conflicts with another instruction or relates to funds or an Account over which there is a dispute or restriction on withdrawal or if we suspect the transfer in question results from a breach in the confidentiality of a Security Procedure or relates to an Account or service that we suspect is being used for, or is the target of, fraudulent or illegal activity.

## Mobile Deposit

### DESCRIPTION

The mobile deposit service ("Service") is designed to allow you to make deposits to your checking or savings account from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank. The device must capture an image of the front and back of each check to be deposited in account with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

### FEES AND CHARGES

The Bank offers the benefits and convenience of the Service to you at no charge. The Bank reserves the right to charge fees for the Service in the future.

### HARDWARE AND SOFTWARE REQUIREMENTS

You must have a Mobile Device that is acceptable to us and wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or

our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third party software you may need to use the Service. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades, and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software “as is” and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, email or the internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.

#### DEPOSIT LIMITS

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

#### ELIGIBLE CHECKS AND ITEMS

You agree to scan and transmit only checks as the term is defined in Federal Reserve Regulation CC (“Reg CC”) and only those checks that are permissible under this policy or as we, in our sole discretion, elect to include under the Service. You agree that you will not use the Service to scan and deposit any check or other items as shown below: a) Checks or items payable to any person or entity other than you b) Checks or items payable to you and another party, unless being credited to a joint account with both parties. c) Checks or items containing alteration to any of the items on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn. d) Checks or items previously converted to a substitute check, as defined by Reg CC. e) Checks or items drawn on a financial institution located outside the United States. f) Checks or items that are remotely created checks, as defined by Reg CC. g) Checks or items not payable in United States currency. h) Checks or items dated more than 6 months prior to the date of the deposit. i) Checks or items on which a stop payment order has been

issued or for which there are insufficient funds. j) Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms and conditions of the Service.

## YOUR AUTHENTICATION METHOD

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, or other code or authentication method that we require (these components are referred to herein collectively as your “Authentication Method”). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of the person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure all components of your Authentication method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any request or instructions we receive from you through the Service using your Authentication Method shall be considered “in writing” under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

## CHECK REQUIREMENTS (INCLUDING IMAGE QUALITY)

The image of an item transmitted to the Bank using the Service must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee;

the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

## ENDORSEMENTS AND PROCEDURES

You will restrictively endorse any check or item transmitted through the Service as "For Mobile Deposit Only, CBTC" and include your signature, account number and date. Write legibly with dark ink to speed up acceptance and processing of your deposit. Any check not properly endorsed may be rejected for deposit. You agree to follow any and all other procedures and instructions for use of the Service as the Bank may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

## REJECTION OF DEPOSITS

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

## COMMERCIAL BANK AND TRUST COMPANY MOBILE DEPOSIT TERMS AND CONDITIONS AVAILABILITY OF FUNDS

Deposits received before a particular time of the day ("the Cutoff Time") on a Business Day are credited the same day and deposits received and accepted after the Cutoff Time on the Business Day are credited the next Business Day. We reserve the right to change the Cutoff Times at any time as permitted by law. You understand and agree that checks and items must be received and accepted by Commercial Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting.

You acknowledge that funds deposited remotely using Mobile Deposit Services ("Mobile Deposits") are not subject to the funds availability requirements of Reg CC. Mobile Deposits will generally be available the same Business Day. Mobile Deposits may be delayed for a longer period when we believe the Mobile Deposit will not be paid; you make a Mobile Deposit that has previously been returned unpaid; you have overdrawn your Account repeatedly in the last six months; or there is an emergency, such as a failure of computer or communications equipment. In such cases, we will notify you if we delay your ability to withdraw, and we will tell you when the funds will be available.

## UNPAID CHECKS

You are solely responsible for verifying that checks you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that is unable to process because checks were returned unpaid by the payor financial institution. You agree to accept such notices at your email address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is your property, it will not be returned and the Bank may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable to your account. You further agree that an image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original check through the Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

## STORAGE, SECURITY AND DESTRUCTION/DISPOSAL OF CHECKS

After you receive confirmation that we have received an image, you agree to prominently mark the check as "Electronically Presented." You agree that you will never represent the original check for cash or deposit. You agree to retain the original check for 14 days after

transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within two business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check.

## PRESENTING CHECKS MORE THAN ONCE

Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Service or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit your Bank account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion. In the event a check or item is presented after being deposited through the Service, the Service is subject to termination.

## DUTY TO REPORT ERRORS

The Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank's online banking system for information about your deposits, return items, deposit adjustments, check and other transactions on your account. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through the Service does not constitute an acknowledgement by the Bank that the check is error-free or that we will be liable for the check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in the Bank Account Agreement. You may notify us by emailing us at [info@cbtcnet.com](mailto:info@cbtcnet.com), or writing to 101 N. Poplar St, Paris, TN 38242, or by telephone at 888-518-7053. You agree to cooperate in any investigation by the Bank of

any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

#### AVAILABILITY OF SERVICE/CONTINGENCY

In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to: communication, equipment, software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

#### DATA SECURITY

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 888-518-7053 and with written notice at Commercial Bank, 101 N Poplar St, Paris, TN 38242 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

#### COOPERATION WITH INVESTIGATIONS

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

## CANCELLATION/TERMINATION

You may cancel the Service at any time by calling 888-518-7053 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that:

- a) We reasonably believe is used for any illegal or improper purpose or activity.
- b) We have reason to believe may not be authorized by you.
- c) Would violate any law, rule or regulation applicable to us or the Service.
- d) Is not in accordance with any other requirement stated in this policy or any of our policies or procedures.
- e) For our protection or yours, we have reasonable cause not to honor. We reserve the right to terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if:
  - a) We have reason to believe that your account has been compromised or mismanaged in any way such as by unauthorized or erroneous use of your Authentication Method.
  - b) We believe the Service is not being used for its intended, lawful purpose.
  - c) Your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time (six months).
  - d) Following initial enrollment, you do not use the Service.

## Error Resolution

In case of errors or questions about electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you inform us orally, we may require you to send us your complaint or questions in writing within 10 business days. We will inform you of the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need additional time, however, we may take up to 45 days to investigate your complaint or



questions. If it is necessary for us to do this, we will credit your account within 10 business days for the amount in question so that you may have use of these funds during our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account for the amount in question. If we decide that no error was made, we will send you a written explanation of our findings within 3 business days of completion of our investigation. You may ask for copies of the documents that we used in our investigation.

#### Error Resolution

For error resolution or questions, please call 731-641-9440 or 1-888-518-7053, 8:00 A.M. to 4:30 P.M. Monday through Friday or write: Commercial Bank and Trust Company, P. O. Box 1000, Paris, TN 38242-1000.

#### Amendments

Terms and conditions of this agreement may be amended in whole or part at any time within 30 days of written notification prior to the change taking effect. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

#### Termination

You may terminate the use of Digital Banking by contacting Commercial Bank and Trust Company by mail or personal delivery. If your account is closed or restricted for any reason, Digital Banking accessibility will automatically terminate.

#### PRIVACY POLICY

Commercial Bank respects the privacy of its customers. We recognize our obligation to keep information about you secure and confidential.

This policy covers customer information, which means personally identifiable financial information about a consumer or a consumer's current or former relationship with Commercial Bank.

#### Information We Collect and Disclose:

We collect information about you from the following sources: Get checking or savings account balances; Information we receive from you on an application or other forms, such as name, address, and social security number; Information related to your transactions with us, our affiliates, or others, such as account balances, payment history, and credit card usages; Information from a consumer reporting agency, such as your credit worthiness and credit history; Information obtained at your request.

We may disclose all of the information that we collect, as described above, to provide you with superior service, inform you of product and service opportunities that may be of interest to you, or for other business purposes.

#### Parties to whom we may Disclose Information:

Financial service providers, such as mortgage bankers, credit card issuers, and insurance companies; Non-financial companies, such as retailers; Companies that perform marketing services on our behalf. These companies are obligated to keep the information that we provide them confidential and use the information only to provide the service we've asked them to perform for you and us; Consumer reporting agencies as permitted by law; Non-affiliated third parties as permitted by law; Affiliates as permitted by law.

You can limit information shared about you.

If you prefer that we not share personal information about you with affiliates and non-affiliated third parties, you may opt out of information sharing, that is, you may direct us not to share information (other than as permitted by law). (Information sharing permitted by law includes sharing information with our affiliates about our transactions or experiences with you.) We may provide information from applications, consumer reports, and other outside sources to our affiliates. Under the Fair Credit Reporting Act, you have the right to prevent this sharing of information about you with our affiliates. If you wish to opt out of information sharing with affiliates and non-affiliated third parties (other than sharing permitted by law), you may call toll free at 1-800-273-8889.

Please consider that if you opt out of information sharing, your name may be excluded from mailings or other communications that may be of interest to you. Examples may include

information about new products, special rate programs, special promotions, or other direct marketing programs.

You may not opt out of certain sharing of personal information to third parties. This includes information shared as required by law, for example, to government entities in response to subpoenas. It also includes information shared as part of the routine course of business, such as the servicing of a loan or account with us and sharing with consumer credit reporting agencies.

NOTE: If you have a joint account with another person, a request to opt out disclosure (other than disclosures permitted by law) will apply to all parties on the account.

If you opt out when you open your account, we will immediately honor your request. Later requests to opt out may take eight weeks to become fully effective.

#### How We Protect Your Information:

We restrict access to non-public information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

Keep Up-To-Date With Our Privacy Policy. Commercial Bank will provide our privacy policy annually as long as you maintain an ongoing relationship with us. This policy may change from time to time, but you can always review our current policy on our website at [www.cbtcnet.com/connect/resources/privacy-notice](http://www.cbtcnet.com/connect/resources/privacy-notice) or contact us at 1-800-273-8889.

#### JH DIGITAL BANKING TERMS OF USE

The primary provider for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "JH", "we" or "us"). By enrolling in our Service, you agree to these terms of use (the "Agreement"). Please read this Agreement

carefully before using the Service. The Service includes the Software and the App as defined below. This Agreement applies to both the consumer version of the Service and App ("Banno") and the business version of the Service and App ("Banno Business").

By enrolling in, accessing or using the Service, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between JH and you, the user. If you are using Banno Business on behalf of a company or other organization, such company or organization will also be considered a party to this Agreement and you represent and warrant that you have the authority to bind such company or organization to this Agreement. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

(i) General. JH is not the provider of any of the financial services available to you through the Service and JH is not responsible for any of the materials, information, products or services made available to you through the Service. You acknowledge and agree that JH is the owner of all right, title and interest in the online and/or mobile technology solution made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates or versions, regardless of the media or form in which they may exist (together, the "Software").

You may not use the Software unless you have first accepted this Agreement. Subject to the terms and conditions of this Agreement, we grant you a subscription to use the Software (in machine readable object code form only) in accordance with this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale or license of the Software. All rights not expressly granted to you by this Agreement are reserved by JH. Nothing in this Agreement will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This subscription may be terminated at any time, for any reason or no reason, by you or JH. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or are otherwise in your possession or control. You will not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) engage in any screen scraping or data mining of the Software; (v) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright; or (vi) use the Software to train any generative artificial intelligence application.

The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern. You agree to use the Service, the App and the Software in compliance with applicable laws and for your own personal use only or, if you are a subscriber of Banno Business, only for your use on behalf of your business or organization for its internal business purposes.

(ii) Privacy. JH may access personal information while you use the Service. JH may access records held by your financial institution for such information as your phone number, home address or email address. JH will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, JH will use the phone number to pre-populate forms that expect a personal phone number for contacting you. If you grant permission to use your device's location, JH will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, JH will use that information to add an image to a transaction, to attach a document to chat, and add a photo to your profile. If you grant permission to use a camera, JH will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. Our privacy practices regarding your personal information can be found in our privacy policy located at <https://www.jackhenry.com/privacy-policy> (the "JH Privacy Policy"). If you are a subscriber of Banno Business, business-to-business exceptions in certain privacy laws may apply to your information. In addition to the JH Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution. In the event of conflict between the JH Privacy Policy and your financial institution's privacy policy, your financial institution's privacy policy will control. Under applicable privacy laws, you may have certain rights such as the right to collect your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Please see your financial institution's privacy policy if you wish to make any requests under these rights. JH acts as a processor or service provider to its financial institution customers who act as controllers of your personal information and are primarily responsible for handling such requests. We will cooperate with any privacy rights requests we receive from your financial institution. If you use the Service to make bill payments or engage in transactions with other companies,

those companies should also have a privacy policy that addresses the use of your personal information and your privacy rights.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). JH does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing JH with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately. Text messaging services may be provided by your financial institution. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

(v) Your Account. If you use the Service, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your Account or password. Make sure to log out of your Account when you are finished using the Service. If your status as a user of the Service is terminated, you will (i) stop using the Service and any information obtained from the Service, and (ii) destroy all copies of your account information, password and any information obtained from the Service. We encourage you to use strong passwords that use a combination of upper and lowercase letters, numbers and symbols, contain at least ten characters and are not used by you with other services or websites. You agree to provide accurate information when you register. You will immediately notify us of any breach of security or unauthorized use of your Account. We will not be liable for any losses or other damages caused by any unauthorized use of your Account. We may delete your Account and any data in your account at any time and move the location where we store your Account information in our sole discretion. We may

suspend your Account and use of the Service at any time for any reason including any potential security threat or fraud. You grant us a perpetual, irrevocable, non-exclusive, sublicensable, transferable and royalty-free right to use, store, copy, transmit and modify any data you submit on the app and you represent and warrant to us that you have the right to provide such data.

(vi) Rights You Grant to JH. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to JH through the Service, you are voluntarily supplying that content to JH for the purpose of providing the Service to you. By submitting such information to JH, you represent that you are entitled to submit it to JH for use for this purpose, without any obligation by JH to pay any fees. By using the Service, you expressly authorize JH to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. JH will submit information including user names and passwords that you provide to log you into the site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vii) Links to Third Party Sites. The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the JH Privacy Policy is applicable only when you are on the Service or our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

(viii) No Unlawful or Prohibited Use. As a condition of your use of the Service, you warrant to JH that you will not use the Service for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use the Service automatically terminates. You will not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic

device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service. You will not republish JH content or other content from the Service on another website or app or use in-line or other linking to display such content without our permission. You will not introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service. You will not use the Service for benchmarking purposes, use another Service user's account, reverse-engineer the Service or use the Service to develop any competing product or service. You will not identify us or display any portion of the Service on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights or refer to JH or the Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of the Service under this Agreement, without JH's express written consent. If you are under the age of 13, you are not permitted to use the Service.

(ix) Mobile Devices. To use the mobile app provided with the Service (the "App"), you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. You are responsible for any message and data rates from your mobile service provider when you use the App. You must comply with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. If you download the Mobile App from the Apple App Store, you acknowledge and agree that this Agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property



infringement claim to the extent required by this Agreement. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App against you as a third-party beneficiary. If you download the App from the Google Play Store: (i) you acknowledge that the Agreement is between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to the App.

(x) Consent to Use of Data. You agree that JH may collect and use data and information about you, your device, system and application software, and peripherals, that is gathered through your use of the Service to facilitate the provision of software updates, product support, product enhancements and other services (if any) related to the Service. JH may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(xi) Disclaimer of Warranty. THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE,

JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xiii) Analytics. To assist JH in maintaining and improving this application, JH uses multiple analytics and logging platforms to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Analytics platforms generally do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information, although they may use anonymized identifiers. The information helps JH improve the performance of this Service for you. More information on analytics services, including analytics cookies, can be found in the JH Privacy Policy.

(xiv) Dispute Resolution. You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service or this Agreement will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest to you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in

full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

(xv) Miscellaneous. This Agreement constitutes the entire agreement between you and JH concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, the App or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.