



End User License Agreement

DIGITAL BANKING TERMS & CONDITIONS

DIGITAL BANKING AGREEMENT. This Digital Banking Agreement and Disclosure ("Agreement") governs the use of our Online and Mobile Banking Services ("Digital Services") and serves as the Agreement between you and Platinum Bank. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of our Digital Services constitutes your acceptance and agreement to the terms and conditions of this Agreement, as well as any other terms made available to you using Digital Services. Additionally, your use of any Digital Services that we introduce in the future constitutes an acknowledgment and agreement to the terms and conditions associated with those Digital Services. Any agreements, amendments, notices, periodic statements, and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us prior to acceptance.

DEFINITIONS.

1. The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Digital Banking.
2. The terms "we," "us," and "our" refer to Platinum Bank, the financial institution, any agents, employees, representatives, attorneys, and any other persons or entities acting on behalf of Platinum Bank.
3. "Account" refers to your account(s) with us that you have designated for Digital Banking access and that we allow to be included under Digital Banking. The type(s) of account that may be designated for Digital Banking include deposit and loan accounts. You must be an account owner/authorized signer for each account that you designate, and each account must permit withdrawal by a single signer.
4. "Digital Banking" and "Digital Services" refer to accessing Platinum Bank's electronic banking systems through a web browser or a mobile application inclusive of both Online and Mobile Banking.
5. "Online Banking" refers to all financial services made available to you and which you may access through our website to access certain banking services.
6. "Mobile Banking" refers to all financial services made available to you and which you may access using a wireless device or mobile phone including, but not limited to, mobile deposit.
7. "Login Credentials" refers to usernames, passwords, PINs, and Tokens that must be used to securely access your account information.
8. "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Account Agreement, Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosures, Privacy Disclosures, Substitute Check Policy Disclosure, as well as any Fee Schedule(s).
9. "Business Day" refers to the financial institution's hours of operations for the purpose of conducting banking business: Monday – Friday excluding holidays.

10. "Check Image" refers to the digital image of any check you transmit to us using Mobile Deposit or Remote Deposit Capture.
11. "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
12. "Electronic Item" means an image of the front and back of a check, all of the information from the Magnetic Ink Character Recognition ("MICR") line on the original check and the enclosed amount and additional information about the original check.
13. "Check" refers to the definition provided in Regulation CC, 12.C.F.R. 229.2.

SYSTEM REQUIREMENTS. To ensure the safekeeping of our customers' personal and account information, Platinum Bank maintains authentication and security by using recent operating systems and internet browsers. It is a condition of any authorized user accessing Digital Banking that the authorized user maintain certain minimum software and hardware requirements. You must meet the minimum software and hardware requirements for each device you use to access Digital Banking. If you decide not to maintain such hardware and software, Platinum Bank has the right to cancel your access to the Digital Services.

ACCOUNT ACCESS. You may access your Account(s) at Platinum Bank's website, www.platinumbankmn.com or through the bank's defined mobile banking apps as available on the Apple App Store or Google Play. You must follow all necessary instructions and obtain your Login Credentials before gaining access to Digital Banking. We will never ask for your Login Credentials unsolicited; however, we may use this information to help identify you if you contact us for assistance. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Digital Banking and must always be kept confidential. You must change your Login Credentials through Digital Banking, or with the assistance of our Client Support, as required by our security requirements. There may be additional security measures instituted by us to ensure the security of Digital Banking. We have the right to deny access to Digital Banking without prior notice if we are unable to confirm, to our satisfaction, authority to access the Digital Banking or if we believe it is necessary for security reasons.

ACCOUNT LIABILITY FOR UNAUTHORIZED DIGITAL ACCOUNT USE. Subject to federal and state law and the terms and conditions of the Agreement, you are liable for any transaction or function performed using Digital Banking, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take every precaution to ensure the safety, security, and integrity of your Login Credentials. You agree to use security measures available through the Digital Banking and other services provided by us to minimize the risk of fraud.

Certain internet browsers or mobile applications will allow you to save your Login Credentials. If you do so, you remain solely liable for any risks associated with third party access to your Account. You will take reasonable steps to safeguard the confidentiality of all Login Credentials, and you will not provide any Login Credentials or access information to any unauthorized persons. If you provide any Credentials or access information to any unauthorized person, you assume all risk of loss in doing so. If you choose to forgo or surpass any of the security features provided to you, you will hold Platinum Bank harmless for any and all losses as a result of the lack of use of the security safeguards, that include but are not limited to sharing Login Credentials, passwords, tokens or other credentials, shortcutting directly to a URL,

foregoing single sign on security measures and/or not implementing the recommended dual control measures.

Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure for our liability policy. You agree that you will not send emails or other electronic messages containing confidential Account information including, but not limited to, your Login Credentials. You agree to not leave any device unattended while logged into Digital Banking, and you should never share your Login Credentials with anyone. It is your responsibility to ensure that your device is free from viruses. You shall maintain, update, and upgrade your Internet browser, software, or mobile applications, as applicable, and other systems on a regular basis. **You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s).** If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Digital Banking, you agree to change your Login Credentials, if possible, and notify us immediately.

TRANSACTIONS AND FUNCTIONS OF THE SERVICES. The transactions and functions available through Digital Services may include, but are not limited to, the following:

- Transfer of funds between Accounts
- Transfer of funds between Accounts on a recurring basis
- Balance inquiry on each Account
- Request or retrieve a copy of a paid check, paid share draft, or past statement on the Account
- Change the Account(s) and Access Information for Online Services
- Conduct secure email communication with us regarding Online Services
- The use of our Bill Pay Services
- The use of Mobile Banking services
- Access to Cash Management Services (per the terms in your *Cash Management Services Agreement*)

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Digital Services limitations. We reserve the right to restrict the use of Digital Services for any account type or place limits on transaction and transfer amounts or impose any other limitation or restriction on the use of Digital Services.

INTERNAL ACCOUNT TRANSFERS. For us to process a Digital Banking transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, and the funds must be considered available as described in our *Funds Availability Policy*. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. Nothing in this Agreement or any course of dealing between you and Platinum Bank constitutes an obligation on Platinum Bank's part to lend money, allow the creation or increase of an overdraft, or otherwise extend any credit or advance funds to you to pay for any transaction or transfer. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and terminate your Digital Banking privileges.

CANCELING AN INTERNAL TRANSFER. A one-time transfer is immediate and cannot be canceled. A recurring transfer request can be cancelled until 5:00 p.m. prior to its scheduled date. If you have any

questions or problems canceling the transfer, please contact us at 651-332-5200.

COST OF SERVICE. Account transaction fees, as stated in any Disclosures and Fee Schedule provided to you, remain in effect and are not eliminated or changed with the use of Digital Banking. You have the sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers.

BILL PAY SERVICES. – RETAIL DIGITAL ONLY.

You can access Bill Pay Services in the same manner that you access other Digital Banking by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. You must maintain sufficient available funds in the designated Account to satisfy the expected payment activity. You must agree to the terms of the *Bill Paying Agreement* when enrolling for these services.

Financial-to-Financial (FI-to-FI) TRANSFER SERVICE – RETAIL DIGITAL ONLY.

Within Digital Banking, you may separately transfer funds between your linked checking or savings Accounts at Platinum Bank and certain checking or savings Accounts at other financial institutions. An inbound transfer moves funds into an Account at Platinum Bank. An outbound transfer moves funds from an Account at Platinum Bank to an Account outside of Platinum Bank. You will need to enroll each of your non-Platinum Bank Accounts that you wish to use for this FI-to-FI Digital Services. 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 FI-to-FI Digital Services will be verified in accordance with Platinum Bank's procedures. The verification process must be completed by you prior to using the FI-to-FI Digital Services. You will have seven (7) days after enrolling an Account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your Platinum Bank Account the Business Day following the day you initiate the transfer, provided you have met Platinum Bank's cutoff time for submitting *FI-to-FI* 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 3:30 p.m. Central Time. Funds requested to be transferred will be debited/credited to the non-Platinum Bank Account according to the receiving Financial Institutions availability and transaction processing schedule.

Future dated and recurring transfers can be canceled by 3:30 p.m. 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. There currently are no fees for FI-to-FI Digital Services. Fees are subject to change. Transfers are subject to the following limits unless otherwise agreed upon by you and Platinum Bank:

1. Three inbound transfers per day not to exceed the aggregate amount of \$5,000; and
2. Three outbound transfers per day not to exceed the aggregate amount of \$5,000.

The above limits apply to the total of all *FI-to-FI* transfers for all Accounts enrolled in the FI-to-FI Digital Services. We may change your dollar limits and transfer limits at any time.

AUTOBOOKS FINANCIAL MANAGEMENT SOFTWARE AND SERVICES. - Business Digital Only

The Autobooks Financial Management Software and Services are offered by Platinum Bank's third-party service provider, Autobooks, Inc., and allows you to both accept online and in-application payments and send digital invoices directly from your Platinum Bank account ("Autobooks"). The Autobooks services, as may be modified from time-to-time by Platinum Bank or its third party service provider, in their sole discretion, and may include, without limitation: the creation of customer invoices; digital delivery of customer invoices; customer payment remittance via ACH, credit cards, debit cards, or other payment methods; settlement of funds into your accounts; creation and posting of journal entries based on transactions submitted through the software solutions to the general ledger; generation of balance sheets, income statements, and other financial information based on information in the general ledger; accounts payable and accounts receivable tool suites; and those other solutions or services available from time-to-time from Autobooks.

Your use of Autobooks is governed by a separate Terms of Use and End User License Agreement, as may be amended from time to time, (the "Autobooks EULA") that you must enter into with Autobooks, Inc. before you may use Autobooks. Your use of Autobooks is governed by the terms of the Autobooks EULA. Fees associated with Autobooks will be set forth in the Autobooks EULA and the Fee Schedule. The Privacy and Security policies of Autobooks, which may differ from those of Platinum Bank, will apply to transactions conducted in Autobooks.

ELECTRONIC STATEMENTS. To receive eStatement(s) electronic notices, and any messages posted within Digital Banking defined collectively as Electronic Communication, you will need: (a) a connection to the Internet, (b) an Internet browser supported by Digital Banking, (c) an active email account; (d) a program that accurately reads and displays PDF files; and (e) a computer and an operating system capable of supporting all of these. You will also need a printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic form. We may also impose certain other hardware or software requirements for accessing Digital Services and may change or modify these requirements from time to time.

STOP PAYMENT ORDERS. An order by you to us, using the Digital Services, to stop payment of a Check drawn by you on your checking Account is subject to applicable law concerning stop payment orders. A stop payment order input using the Digital Services will be considered your authorization in writing. The payment(s) will be stopped for six (6) months. After that six-month period, the order will expire, and the payment(s) can be processed normally unless a renewal is received in writing. All stop payment fees still apply. We shall use reasonable efforts to act on a stop payment order, but we will have no liability for failure process a stop payment order of a transaction, except to the extent permitted by applicable funds transfer system rules. You are solely responsible for the accuracy of all stop payment orders placed electronically. You agree to indemnify and hold us harmless from all claims, suits, damages, liability, expenses, and costs including, but not limited to, reasonable attorneys' fees incurred by us as a result of a stop payment order. We will not be liable under any circumstances for payment of an item where a stop payment order is not effective, where payment is made on an item processed on the same Business Day that the stop payment order on that item is received by us, or where exact information regarding the amount and number of the item is not provided. If we pay such an item, we will not be liable if other items drawn by you are returned for insufficient funds resulting from such payment.

ACCESSIBILITY AND LIABILITY. Our Digital Services are designed to be available twenty-four (24) hours each day, seven (7) days per week. We do not warrant that Digital Services will always function properly or that disruption or suspension of Digital Services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses, including attorneys' fees, resulting from the interruption of Digital Services. You also agree that these Digital Services are separate from any services provided by your wireless service provider. Your wireless service provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Digital Services. Standard data and messaging rates, short message services (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Services.

MOBILE DEPOSIT TERMS & CONDITIONS

A. Cut Off Times. Deposits can be made up to 9:00 p.m. Central Time on any Business Day to be credited on that same Business Day. Deposits performed after 9:00 p.m. Central Time on a Business Day will be processed on the next Business Day. If you transmit your Electronic Item(s) to Platinum Bank before the designated cut off time on any Business Day, we shall review and process your Electronic Item(s) on that Business Day if your deposit has been approved. If your deposit needs further review or approval and is submitted between 5:00 p.m. Central Time and 9:00 p.m. Central Time, it will not be processed until the next Business Day. If you transmit your Electronic Item(s) to us after the designated cut off time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by Platinum Bank when the Digital Services generates a confirmation notification to you. The confirmation from Platinum Bank will provide the status of your deposit (See Receipt of Items). Platinum Bank reserves the right to alter the status of a deposit at any time.

B. Funds Availability Policy. Checks deposited and approved via Digital Services by Platinum Bank's stated cut off time will be considered deposited on that Business Day. Our funds availability policy is to make funds from your deposit available to you on the first Business Day after the day we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day. In those instances, we will notify you if we delay your ability to withdraw funds for any reason, and we will tell you when the funds will be available. The funds will generally be available not later than the seventh Business Day after your deposit. You acknowledge that all credits given by Platinum Bank for an item are provisional, subject to verification and final settlement. Platinum Bank shall have no liability for the return or refusal of any item.

C. Limitations of Service. When using Digital Services, you may experience technical or other difficulties. We do not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Digital Services may 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 Digital Services, in whole or in part, or your use of the Digital Services, in whole or in part, immediately and at any time without prior notice to you.

D. Endorsements and Procedures. You agree to restrictively endorse any Item transmitted through Digital Services. The endorsement shall consist of the signature or endorsement stamp of the person(s) or entity the check is payable to, and below the signature or stamp shall be written: **"For Mobile Deposit Only"** or as otherwise instructed by Platinum Bank. You agree to follow any and all other procedures and

instructions for use of the Digital Services as Platinum Bank may establish from time to time. Checks that do not contain the restrictive endorsement “**For Mobile Deposit Only**” may be rejected. For a Check payable to you and any joint owner(s) on your account, the Check must be endorsed by all such payees, and you may only use Mobile Deposit to deposit such check into an account jointly owned by all payees. If a Check is made payable to you or your joint owner, either of you can endorse and deposit the Check into an account jointly owned by all payees. After you have received confirmation of the deposit, imprint “Electronically Presented” on the front of the Check.

E. Eligible Items. You agree to scan and deposit only "Checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the Check is transmitted to Platinum Bank it is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

F. Ineligible Items. You agree that you will not scan and deposit any of the following types of Checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- Checks previously deposited and returned;
- Checks 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;
- Checks payable to two or more persons (where one person is not an account holder of the bank);
- Checks that are not in their original form with a signature, such as a substitute check or image replacement document;
- Checks drawn on a financial institution located outside the United States;
- Checks not payable in United States currency;
- Checks dated more than six (6) months prior to the date of deposit;
- Checks with any endorsement on the back other than that specified in this Agreement;
- Checks that have previously been submitted through the Service or through a remote deposit capture service or mobile deposit service offered at any other financial institution;
- Checks that have been deposited in person at any other financial institution;
- Items that are in violation of any federal or state law, rule, or regulation;
- Savings Bonds; and
- Travelers checks.

G. Receipt of Items. We reserve the right to reject any Item, including Checks, transmitted through the Digital Services, at our discretion, without liability to you. We are not responsible for items, including Checks, we do not receive or for images that are dropped during transmission. An image of an Item shall be deemed received when you receive a confirmation from Platinum Bank that we have received the image. Receipt of confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account at any time, any item that we subsequently determine was not an eligible Item. You agree that Platinum Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible Item.

H. Check Retention. You shall securely store and retain Original Checks for a minimum of seven (7) days after you have received confirmation from Platinum Bank that we have received the image. During the

retention period and upon our request, you agree to provide us with the original paper Item. After the retention period expires you shall destroy the Original Checks using a method of destruction that provides commercially reasonable assurance that any sensitive information contained in the Checks is protected from unauthorized disclosure.

I. Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time.

J. Errors. You agree to notify Platinum Bank of any suspected errors regarding items deposited through the Digital Services immediately, and in no event no later than sixty (60) days after the applicable Account statement is sent. Unless you notify Platinum Bank within sixty (60) days, such statement regarding all deposits made through the Digital Services shall be deemed correct, and you are prohibited from bringing a claim against Platinum Bank for such alleged error.

K. Errors in Transmission. By using the Digital Services, you accept the risk that an Item may be intercepted or misdirected during transmission. Platinum Bank bears no liability to you or others for any such intercepted or misdirected Items or information disclosed through such errors.

L. Image Quality. The image of an Item transmitted to Platinum Bank using the Digital Services must be legible, as determined in the sole discretion of Platinum Bank. Without limiting the foregoing, the image quality of the Items must comply with the requirements established from time to time by Platinum Bank, the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association. You agree that we shall not be liable for any damages resulting from a Check or Item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a Check or Item, or from any inaccurate information you supply regarding the Check or Item.

M. Returned Checks. If Electronic Items that are deposited into your Account(s) are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank for any reason, you understand and agree that Platinum Bank may charge back the amount of the Electronic Item and any related fees as outlined in your Deposit Account Agreement.

REPRESENTATIONS, WARRANTIES & LIABILITY

- A. Your Representations and Warranties and Indemnity.** You represent and warrant to Platinum Bank and agree that:
- i. Each Electronic Item shall have been captured by you from an original Check.
 - ii. You shall transmit only Electronic Items to Platinum Bank for deposit that comply with the provisions of this Agreement.
 - iii. Each Electronic Item transmitted by you to Platinum Bank contains an accurate representation of the front and back of the original check.
 - iv. All information submitted by you to Platinum Bank is complete and accurate and complies with the provisions of this Agreement.
 - v. All signatures on the original check from which an Electronic Item is derived are authentic and authorized.
 - vi. Each Electronic Item transmitted to Platinum Bank is an accurate, authentic replica of an original Check, and the Electronic Item has not been altered.

- vii. No Check from which an Electronic Item is derived is subject to a defense or claim in recoupment of any party that can be asserted against you.
- viii. You have no knowledge of any insolvency proceedings commenced with respect to the maker or acceptor or, in the case of an unaccepted Check, the drawer of any Checks from which an Electronic Item is derived.
- ix. You shall not knowingly or unknowingly transmit or cause to be transmitted to Platinum Bank any computer virus or any malicious code and shall take commercially reasonable steps to prevent such transmissions from occurring.
- x. You will not: (1) create a duplicate Electronic Item of an original Check; (2) transmit a duplicate Electronic Item to Platinum Bank or to any other person for collection or presentment; or (3) deposit or otherwise negotiate the original of any Check from which an Electronic Item has been created.
- xi. No subsequent transferee of an Electronic Item, including but not limited to Platinum Bank, a collecting or returning bank, drawer, drawee, payee, or endorser, will be asked to pay an original Check from which an Electronic Item was created or to pay a duplicate of an Electronic Item.
- xii. You shall perform your obligations under this Agreement in accordance with, and shall not perform any acts or omissions that would cause Platinum Bank to violate, any applicable rules (including but not limited to applicable rules of trade associations, clearinghouses, and payment processors), requirements, laws, regulations, sanctions, executive orders, and regulatory guidelines including, but not limited to, the following: U.S. federal or state laws and regulations; foreign laws, regulations and/or directives; the sanctions laws, regulations and executive orders administered by the Office of Foreign Assets Control (“OFAC”); laws, regulations and orders administered by FinCEN; any applicable Rules; Federal Reserve Operating Circulars; and any applicable state laws, regulations, orders or regulatory guidelines.
- xiii. You warrant to Platinum Bank that the legal amount of the original Check is correctly entered for each Electronic Item.
- xiv. You shall indemnify and defend and hold Platinum Bank, its parent, or their shareholders, directors, employees, legatees, officers, servants, proprietors, partners, subsidiaries, predecessors, successors, privies, assigns, and agents harmless from and against any and all claims, damages, losses, demands, liabilities, actions, causes of action, lawsuits, obligations, warranties, agreements, rights, costs, judgments, counterclaims, cross claims, and expenses (including reasonable attorneys’ fees and litigation expenses) arising directly or indirectly from or relating in any manner to: (i) your failure to satisfy the obligations under this Agreement; (ii) your failure to exercise ordinary care in connection with your duties under this Agreement; (iii) your breach of any warranties and representations in this Agreement and/or any provision in this Agreement; (iv) the dishonor or otherwise return unpaid by the drawer bank, or return by a clearing agent, for any reason, of any Check and/or Electronic Item presented to Platinum Bank by you; or any action taken by Platinum Bank to collect an instrument; (v) any actions or omissions taken by Platinum Bank that were reasonably believed to be taken pursuant to this Agreement or any other action taken or omitted by Platinum Bank in good faith pursuant to its responsibilities under this Agreement; (vi) any actions by any agent employed by you that result in a breach of this Agreement by You; (vii) to the extent that it involves Platinum Bank, any litigation asserting noncompliance on your part with applicable rules, laws, regulations or other requirements; and (viii) from any claim of any person that Platinum Bank is responsible for any act or omission of you or any other person acting on behalf of you.

- xv. You shall be responsible for and shall indemnify against any acts and omissions of your agents, service providers, affiliates, offices, employees and any other person or party Platinum Bank believes in good faith to be acting on behalf of you to the same extent that it is responsible for and must indemnify against its own acts and omissions pursuant to this Agreement.

B. Financial Institution Responsibilities, Liability; Limitations on Liability; Indemnity.

- i. In the performance of the Digital Services required by this Agreement, Platinum Bank shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. Platinum Bank shall not be responsible for or liable for detecting any error of you contained in any Electronic Item transmitted by you. Notwithstanding the fact that Platinum Bank may have received and accepted for processing an Electronic Item and provisionally credited a designated Account(s), you shall remain liable to Platinum Bank for any errors, inaccuracies, breach of warranties, and any other loss sustained by, or claim made against Platinum Bank.
- ii. Platinum Bank shall be responsible for performing only the Digital Services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing those Digital Services, except as otherwise disclaimed herein or specifically required by law. Clerical errors or a mistake in judgment is not failure to exercise ordinary care. Platinum Bank shall not be liable for claims, expenses, losses, or damages resulting from your acts or omissions or alleged acts or omissions or those of any other person, including, without limitation, with respect to any Check, the drawer, the payee, any endorser and/or any collecting or returning bank, Federal Reserve Bank, Platinum Bank, clearinghouse, or payment processor.
- iii. In the event Platinum Bank shall be liable pursuant to the provisions of this Agreement, Platinum Bank shall be liable only for your actual damages; in no event shall Platinum Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by Platinum Bank and regardless of the legal or equitable theory of liability which you may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Platinum Bank's acts or omissions pursuant to this Agreement.
- iv. Without limiting the generality of the foregoing provisions, Platinum Bank shall not be liable and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, error in or inoperability of communication equipment or lines, natural disaster, fire, equipment failure, war, emergency conditions, or other circumstances beyond Platinum Bank's control. In addition, Platinum Bank shall not be liable for and shall be excused from failing to provide the Digital Services if such action or omission would result, in Platinum Bank's reasonable discretion, in a violation of any rule, law, regulation, executive order, or any requirements of any governmental authority, or cause Platinum Bank to engage in an unsafe and unsound practice.
- v. Platinum Bank and you acknowledge and agree that the limitation of liability in this section are a bargained for allocation of risk and liability and agree to respect such allocation of risk

and liability. Each party acknowledges and agrees that the other party would not enter into this Agreement without the limitations of liability set forth in this section.

- vi. Platinum Bank's representations, warranties, obligations, and liabilities, and your rights and remedies, set forth in this Agreement are exclusive. Platinum Bank makes no other warranty or representation of any kind: (a) with respect to the image capability, quality, or timeliness of any Electronic Item; (b) with respect to any software, authorized equipment, and other equipment and hardware that may be required to use the Digital Services hereunder; (c) that the Electronic Item created by you meet all existing or future image quality assessment and other industry technical standards for Electronic Items or Check images; and (d) that you will be able to retrieve archived records or usage history or any users of the Digital Services hereunder. You hereby waive and release Platinum Bank from all other representations warranties or any nature, obligations, and liabilities, whether expressed or implied, arising by law or otherwise, with respect to the software, documentation, authorized equipment and any and all matters arising under or in connection with this Agreement, including without limitation: (a) any implied warranty of merchantability, fitness for a particular use, purpose or application or other implied contractual warranty; (b) any implied warranty arising from course of performance, course of dealing or usage of trade; (c) any warranties of timelines or non-infringement; and (d) any other warranty with respect to quality, accuracy, or freedom from error. Without limiting the generality of the foregoing, neither Platinum Bank nor its licensors warrant that operation of the software, or the authorized equipment will be error-free or uninterrupted.
- vii. You acknowledge that any e-mail systems you use to submit information to Platinum Bank or that Platinum Bank may use to receive e-mails from you may not be secure. As such, you agree that, to the extent you submit any information to Platinum Bank in e-mail communications; such e-mail communications shall not contain any confidential or sensitive information.
- viii. Platinum Bank shall be entitled to rely on any written notice or other communication believed by it to be genuine and to have been submitted by or signed by you or an authorized representative and any such communication shall be deemed to have been signed by such person.

C. Amendments. From time to time, Platinum Bank may amend any of the terms and conditions contained in this Agreement including, without limitation, any cutoff time, any security requirements, any qualification limits, and deposit limits. Such amendments shall become effective upon thirty (30) days' prior written notice to you or such earlier or later date as may be stated herein or in Platinum Bank's notice to you.

D. Confidentiality. Without limiting other confidentiality and nondisclosure provisions in this Agreement, you shall hold all nonpublic information obtained pursuant to this Agreement in accordance with its customary and commercially reasonable procedures for handling highly confidential information and in accordance with any applicable laws, regulations, and regulatory guidelines and will only use such information in connection with the Digital Services provided pursuant to this Agreement, and in any event may only make disclosure of any such information to the extent required by law (including statute, rule, regulation or judicial process), unless you obtain Platinum Bank's prior written consent.

E. Termination. You may terminate this Agreement upon ten (10) days written notice to Platinum Bank. Platinum Bank reserves the right to terminate this Agreement immediately upon providing

written notice of such termination to you. Any termination of this Agreement shall not affect any of Platinum Bank's rights and your obligations with respect to any transactions already in process prior to such termination, or the payment obligations of you with respect to Digital Services performed by Platinum Bank prior to termination. You must keep designated Account(s) open for a period of seven (7) days after termination of this Agreement. You may terminate your Mobile Banking at any time by deleting the Platinum Banking Mobile App.

- F. Governing Law.** Except where federal law applies, the parties agree that this Agreement shall be governed by and construed in accordance with Minnesota law. In any dispute that may arise out of or in connection with this Agreement or in connection with its subject matter shall be adjudicated in the courts located in the state of Minnesota. You consent and agree to personal jurisdiction of the courts in the State of Minnesota, waive any argument that such a venue is inconvenient, and agree that it shall litigate any and all disputes arising in connection with this Agreement in either the District Court of Hennepin County or the United States District Court for the District of Minnesota.
- G. Waiver of Jury Trial.** You KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, WAIVE ANY RIGHT TO TRIAL BY JURY in any dispute, whether sounding in contract, tort, or otherwise, arising out of, or related to in any way the Agreement, the transactions contemplated by this Agreement, or any other instrument, document or agreement executed or delivered in connection herewith. Platinum Bank may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.
- H. JH DIGITAL BANKING TERMS OF USE.** Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service.

By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance.

If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms.

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

1. Account Information.

- a. Source of Information. At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.

b. Accuracy. You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.

c. Confidentiality. If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

2. Application of Privacy Laws.

a. Scope of the Service. JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.

b. Your Rights. Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights.

c. Telecommunication Providers. The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

3. Rights you Grant to JH.

a. Your Data. You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.

b. Chat Feature. When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION TRANSCRIPT BY JH AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTIC PURPOSES. CHAT SESSION TRANSCRIPTS MAY BE SHARED WITH JH'S SERVICE PROVIDERS BUT USED SOLELY FOR THE PURPOSES OF PROVIDING OUR SERVICES. If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology.

c. Third-party Sites. When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your 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. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.

d. Unauthorized access or use. You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

4. Location-based Data, Telephone Information and Camera. You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

5. Subscription.

a. JH's Rights. You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service.

b. Your Rights. Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial

institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.

6. Subscription Restrictions.

a. You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service.

b. Compliance with Applicable Laws. You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes.

c. Minimum Age Requirements. If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

7. Service-related Alerts. As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of

any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

8. Mobile Devices. To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App.

a. Mobile Operating System Providers.

i. Apple. If you download the App from the Apple App Store, you acknowledge and agree that the 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 the Terms and any law applicable to JH 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 the Terms 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 the Terms. You and JH acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms 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, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary.

ii. Google Play Store. If you download the App from the Google Play Store: (i) you acknowledge that the Terms are 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 the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

9. Suspension; Termination; Effect of Termination.

a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service.

b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii) destroy all copies of your Account Information, Registration Information, and any information obtained from the Service.

10. Translation. JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to, the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms.

11. Links to Third-Party Sites. The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.

12. Disclaimer of Warranty. THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE 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; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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

14. Analytics. To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you.

15. Dispute Resolution. You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

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

By clicking on **I Agree** below, you agree to the terms of the Agreement.