



DIGITAL BANKING AGREEMENT AND DISCLOSURE

Effective 5/29/2019. This agreement replaces prior “Digital and/or Online Banking Agreements & Disclosures”

1. Introduction

Crossroads Bank endeavors to provide you with the highest quality Digital Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). We may offer additional Digital Banking services and features in the future. Any such added Digital Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Digital Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable.

This Digital Banking Agreement and Disclosure (The Agreement) explains the terms and conditions governing basic Digital Banking Services offered by Crossroads Bank. By using our Digital Banking Services, you agree to abide by the terms and conditions of The Agreement. For clarity, the terms “we”, “us”, “our” and “Bank” refer to “Crossroads Bank”. “You” refers to each person who enrolls for Digital Banking services and has a password.

Your Digital Banking services and each of your accounts are also governed by the applicable Disclosures, Rates and Fee Schedules provided by Crossroads Bank in your deposit and loan agreements given to you when your accounts were established.

Your initial use of Digital Banking Services constitutes your acceptance of and agreement to be bound by all of the terms and conditions of The Agreement by Crossroads Bank, and acknowledges your receipt and understanding of this agreement.

Crossroads Bank has the right to deny, modify or terminate this agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate The Agreement, no further Digital Banking transfers will be made. If we modify The Agreement, your continued use of Digital Banking Services will constitute your acceptance of such changes in each instance.

2. Definitions

As used in this Agreement and Digital Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Crossroads Bank checking, savings, loan, certificate of deposit or safe deposit box information and other Crossroads Bank products that can be accessed through Digital Banking.

"Device" means any digital or stationary device that is web-enabled and allows secure SSL traffic. **If using a digital device, your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Digital Banking" means the banking services accessible from the Device you have registered with us for Digital Banking.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Digital Banking service.

"We," "Us," and "Bank" means Crossroads Bank.

3. Enrollment

Each person must enroll to have access to his or her account(s). The only account(s) accessible are the accounts you are listed as an owner of. If you are a joint owner with someone else on your deposit or loan account, you will have separate enrollments with separate passwords

4. Charges

As a user of the Service, you will not be charged a fee; however, there are additional fees for other features within the digital banking service, such as, the Funds Transfer Service and Picture Pay. See Funds Transfer Service, or Picture Pay section for additional information. For other charges applicable to your deposit account, refer to your account disclosures.

5. Digital Business Day/Hours of Operation

The Digital Banking Service is available 24 hours a day, seven days a week, except during maintenance periods. Transactions initiated before 8:00 PM ET on a business day are posted to your account the same day. Transactions initiated after that time on a business day, Saturday, Sunday or bank holiday, will post on the next business day.

6. Liability

a. Your Liability for Transactions

You are liable for all transactions made or authorized using your password. **DO NOT**, under any circumstances, disclose your password by telephone or e-mail to anyone claiming to represent Crossroads Bank. Crossroads Bank employees do not need and should not ask for your password. Do not disclose your password to anyone. If, despite the Bank's advice, you give your password to anyone, you do so at your own risk. Anyone with access to your Digital Banking password or other means of account access will have full access to your accounts, even if the other person exceeds the authority you intended or agreed upon. Should you believe your password has been compromised, please request that it be changed immediately. You must notify Crossroads Bank that your password has been lost, stolen or otherwise compromised. Please contact us at 260-563-3185 or 800-377-4984, during Bank business hours.

You hereby agree to release Crossroads Bank from any liability and agree not to make any claim or bring any actions against us for striving to carry out the requests made through the Digital Banking system under your password. You also agree to indemnify Crossroads Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

Crossroads Bank is entitled to act on instructions received through Digital Banking under your password and without inquiring into the identity of the person using the password. Crossroads Bank has no responsibility for establishing the identity of any person using your password.

b. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your digital banking password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. If your statement shows transfers that you did not make, including those made electronically or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 260-563-3185, or write us at internetbanking@crossroadsbanking.com, or Crossroads Bank, 1205 N. Cass St, P.O. Box 259, Wabash, IN 46992. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

c. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions.

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the money in your account is subject to legal process or other encumbrances restricting transfer;
- If the Digital Banking System was not working properly when you started the transfer;
- If circumstances beyond our control (such as fire, flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken;
- If there are postal delays or processing delays by the Payee;
- There may be other exceptions not specifically mentioned.

7. Digital Banking Alerts

We provide three types of Digital Banking Alerts:

1. General & Security Alerts are sent to you following important account activities or when certain changes are made digital to your Digital Banking account, such as a change in your e-mail, telephone number, Digital ID or password. You do not need to activate these alerts. We automatically activate them for you.
2. Account Alerts, which must be activated by you.
 - a. Account Alerts allow you to choose optional alert message for your accounts.
 - b. Each Account Alert has different options available, and you will be asked to select from among these options upon activation of an Account Alert.
3. Automatic Alerts are sent to your primary email address only and provide you with important account notifications, such as information about a transfer, change of profile information, e-statement notice, or any alert e-mail associated with the Funds Transfer Service.

Alerts are subject to the following:

- We may add new Alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so.
- Alerts will be sent to the email address we have on file. For General & Security and Account Alerts you can also choose to have these sent to a digital device that accepts text messages. If your email address or your digital device's number changes, you are responsible for informing us

of that change. While Crossroads Bank does not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier.

- We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We don't guarantee the delivery or accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to delays in sending data among various systems. You agree that we are 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 as the result of an alert.
- You have the option of adding a digital phone number to your Digital Banking profile. By adding a digital phone number to your Digital Banking profile, you are certifying that you are the account holder for the digital phone account or have the account holder's permission to use the digital phone number for Digital Banking. You are also consenting to receive Digital Banking Alerts via text messages as further described below.
- Text message may be transmitted automatically. Message frequency varies by account and preferences. Message and Data Rates may apply. You can at any time stop the digital alerts that you activate in Settings, then Alerts. To restore Alerts go to Settings, then Alerts to reactivate any alert wanted.

8. Device Requirements

a. Supported Carriers

For a list of supported carriers contact Crossroads Bank at 260-563-3185.

Digital Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Crossroads Bank cannot guarantee and is not responsible for the availability of data services provided by your digital carrier, or your digital provider, such as data outages or "out of range" issues.

b. Compatible Mobile Devices

To verify if your device is compatible contact Crossroads Bank at 260-563-3185.

We are not responsible for the cost of upgrading your equipment to stay current with the Digital Banking Service. We are not responsible for any errors or failures from any malfunction of your mobile device and we are not responsible for any related problems that may be associated with the use of your mobile device.

c. Computer Requirements

Access to Digital Banking via desktop or laptop will be provided through the Worldwide Web of the Internet. You are solely responsible for the set-up, installation, operation, and maintenance of the equipment you use to access the Digital Banking Service and for providing your own access to the Internet through the Internet Service Provider of your choice. We are not responsible for the cost of upgrading your equipment to stay current with the Bank's Digital Banking Service.

We are not responsible for any errors or failures from any malfunction of your computer and we are not responsible for any computer virus or related problems that may be associated with the use of your computer.

9. Privacy and Confidentiality

Crossroads Bank is strongly committed to protecting your security and confidentiality. Account information accessed through our Digital Banking Services is located on a secure encrypted server. To ensure the privacy of your account information while you are using your computer or mobile device, you are only able to access your account with high security browsers. Once logged in, if no action is taken within 9 minutes you will automatically be logged off. Our privacy policy can be obtained via the link on our home page.

10. Cancellation

Your Digital Banking services and Transfers outside Crossroads Bank remain in effect until they are terminated by you or Crossroads Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Digital Banking secure mail, or by calling Digital Banking customer service at 260-563-3185 or 1-800-377-4984. This cancellation applies to your Digital Banking services and Transfers outside Crossroads Bank, and does not terminate your Crossroads Banks account. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

11. Statements

You will be able to view and/or print your account statement through the Digital Banking Services. You are therefore agreeing that this constitutes delivery of your statements to you as provided under the account agreement. In addition to other account activity, these statements will include any transactions authorized using the Digital Banking Service.

12. Links to Other Sites

Our website may contain links to websites not operated by Crossroads Bank. We provide these links for your convenience, but we do not review, control, or monitor the materials on any other websites. We do not control, guarantee, endorse or have any responsibility for the content, recommendations, products or services provided by the linked sites. We are not responsible for the performance of those sites or for your business dealings with them. We are not liable for any failure of products and services advertised on those sites. Please use caution when using linked websites, as they may be less secure than the Bank's website.

13. Electronic Messaging and Notices

General inquiries concerning maintenance and other issues should be directed to internetbanking@crossroadsbanking.com. See the Contact Us Link on the Crossroads Bank home page. You should not use this form or regular e-mail to initiate banking transactions or give personal identifying information. This form is not located on a secure encrypted server.

14. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the transfers you make. For more information refer to our privacy policy via the link on our home page.

15. Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by Crossroads Bank from time to time. Any use of the Service after Crossroads Bank posts a change will constitute your agreement to such change(s). Further, Crossroads Bank may from time to time revise or update the programs, and/or related material, which may render all such program versions obsolete. Consequently, Crossroads Bank reserves the right to terminate this Agreement as to all such prior versions of the Service, and/or related material and limit access to Crossroads Bank's more recent revisions and updates of the Service.

16. 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.

17. Termination

Crossroads Bank may terminate this Agreement at any time and for any reason without prior notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any other agreement with us. We may terminate your participation in Digital Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

18. Enforceability

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law

19. Ownership & License

You agree that Crossroads Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Crossroads Bank's business interest, or (iii) to Crossroads Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

20. Your Responsibilities

You represent and agree to the following by enrolling for Digital Banking or by using the Service:

a. Password and Security

You may be required to change your password the first time you log in to the Digital Banking System. Your password should never be words that can be found in the dictionary or numbers that can be found on other personal documents.

Password length is a minimum of 6 and maximum of 16 characters and must contain at least 3 of the following: One upper case letter, one lower case letter, one number, and one symbol is required excluding @ and /which are not allowed.

If you forget your password, you can reset it using the "Forgot My Username or Password" link on the login page. The option will then prompt you to verify some information. Upon following the prompts, you will then be able to change your password. If you're still having trouble, please contact us at 260-563-3185 or 800-377-4984 to have a new temporary password issued. Please safeguard your password and do not, under any circumstances, release it to anyone. You will also be asked to set up several challenge questions. The challenge questions should be questions only you know the answer to. There will be a group of pre-set questions or you may write your own.

You are responsible for keeping your password and digital account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- DO NOT give out your account information, password, or user name
- DO NOT leave account information within range of others

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank during normal bank business hours at 260-563-3185 or 800-377-4984 between the hours of 8:00 AM to 5:00 PM, ET, during Bank business hours. In addition to notifying the Bank you should also use the password change feature within the Digital Banking Service, Settings, then Password Reset.

b. Account Ownership/Accurate Information

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Digital Banking. You represent and agree that all information you provide to us in connection with Digital Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Digital Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Digital Banking.

c. User Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Digital Banking and you agree the access device you use will be password protected. You agree not to leave your Device unattended while logged into Digital Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Digital Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. And, you agree to notify us immediately if the device is lost or stolen.

We make no representation that any content or use of Digital Banking is available for use in locations outside of the United States. Accessing Digital Banking from locations outside of the United States is at your own risk.

d. User Conduct

You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Digital Banking; (i) interfere with or disrupt the use of Digital Banking by any other user; or (j) use Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

e. No Commercial Use or Re-Sale

You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Digital Banking or resell, lease, rent or distribute access to Digital Banking.

f. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Crossroads Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Digital Banking.

21. Digital Banking Transfers

a. In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 260-563-3185, or write us at internetbanking@crossroadsbanking.com, or Crossroads Bank, 1205 N. Cass St, P.O. Box 259, Wabash, IN 46992 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

b. Processing of Transfer Requests

Transfers can be made on a one-time or recurring basis and may be scheduled to transact immediately or for a future date. Transfers can be made to or from a checking, savings or line of credit account. A transfer/advance from a line of credit requires pre-approval from an appropriate Crossroads Bank Representative.

c. Scheduled and Recurring Transfers

Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.

d. Transfers to Credit Accounts

Funds transferred as a payment to a line of credit, installment loan or mortgage account must be completed as a Loan Payment before 8:00 p.m. ET to be credited with the date the payment is submitted. Transfer/Loan payments submitted after 8:00 p.m. ET may be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.

e. Transfers to Deposit Accounts

Funds transferred to a deposit account prior to 8:00 p.m. ET on a business day may appear with the same day's date in the deposit account transaction history.

Transfers to a Crossroads Bank checking account or savings account made prior to 8:00 p.m. as described above, on a business day, will be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history.

f. Funds Transfers Limitations

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Digital Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Digital Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

g. Funds Transfer Service

This service allows you to initiate or authorize funds transfers between accounts or people you have designated using the Funds Transfer Service (“an ACH Transfer”). This service, in the digital banking platform, is referred to “Pay a Person” (P2P) and “Account to Account” (A2A).

There are separate fees associated with this service. See fee schedule below:

Person To Person Payment (P2P) Inbound or Outbound	\$1.00 per Transaction
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22. Digital Banking Bill Pay/Picture Pay

a. Payment Processing

Crossroads Bank customers with a checking account may use the optional Bill Payment service in the following manner:

Payments can be scheduled from linked checking accounts. You certify that any account you add through the bill payment service is an account from which you are authorized to make payments, and any payment you make using the bill payment service will debit an account that you are legally authorized to use.

Payments can be entered as a 1-time transaction up to a year in advance, recurring transactions or as payments that are automatically scheduled upon the receipt of an electronic bill (e-Bill).

Payments entered on our system before 5:00 p.m. ET on a bank business day will be scheduled and begin processing on the same bank business day. Payments that are entered after this cut-off time or on a day that is non-bank business day will be scheduled and processed the next bank business day.

Scheduled recurring payments that fall on a weekend or a non-bank business day will be processed on the prior bank business day.

You authorize us to make payments in the manner we select from the following methods:

- Electronic transmission: Most payments are made by electronic transmission.
- Corporate check: This is a check drawn on our account or the account of our vendor. If a Payee on a corporate check fails to negotiate the check within 90 days, we will stop payment on the check and re-credit your account for the amount of the payment. If a corporate check is returned to you prior to the end of the 90 day period, please inform us immediately so that we can stop payment on the check and re-credit your account.

b. Scheduling Bill Payments

The scheduled delivery date is the date you enter for the payment to be delivered to the Payee. For payments made by electronic transmission or corporate check, the payment amount will be debited from, or charged to the account that you designate on the scheduled send-on date. If the scheduled delivery date is a weekend or non-bank business day, then the delivery date will be the prior bank business day.

When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Digital Banking Guarantee, you must schedule payments and your account must be in good standing at least four (4) bank business days before the payment due date. If you do not, or if for any reason your account is not in good standing, you will be fully responsible for all late fees, interest charges or other action taken by the Payee. Under our Digital Banking Guarantee, if we fail to process a payment in

accordance with your properly completed instructions, we will reimburse you for any late-payment fees. If we are unable to complete the payment because of insufficient funds in your account or some other reason, we will notify you if your account is no longer in good standing and eligible to be used for bill payments.

c. Participation by Payees

Occasionally a Payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We may work with Payees to encourage them to accept an electronic payment from the bank, however your payment may be issued by a corporate check. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through Digital Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make:

- Tax Payments
- Court-ordered payments
- Payments to settle securities transactions

d. Picture Pay

Picture Pay is a bill payment service that will allow customers with a qualifying checking account to pay bills by taking a picture of the bill.

Payment Delivery Type/ Expected Delivery:

- **Over Night Paper (\$30.00 Per Over Night Paper Transaction)**
 - 1 Day - We send the payment the same day and the check reaches its destination the following day.
- **Same Day Electronic (\$5.00 Per Same Day Transaction)**
 - Same Day - This settlement is the same as the expedited but through billers that promise to post the payment on the same day.
- **Expedited Electronic (\$1.00 Per Expedited Transaction)**
 - 2 Business Days - We collect and send the payment on day one for posting on day two.
- **Standard Electronic**
 - 3 Business Days – We collect on day one and send the payment on day two for posting to creditor on day three.
- **Standard Paper**
 - 4 Business Days - Paper payments are sent on day one and the delivery date is dependent on how far away the payee is. Never more than 4 business days

See Picture Pay disclosure for additional details.

23. Remote Check Deposit

a. Services

The digital remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Crossroads Bank.

b. Limitations of Service

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

c. Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Crossroads Bank from time to time. Crossroads Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

d. 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 transmitted to Crossroads Bank is converted to an Image Replacement Document 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.

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 containing an alteration on the front of the check or item, 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
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Crossroads Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Crossroads Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- 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 offered at any other financial institution.
- Postal money orders, travelers checks or cashier's checks.

e. Endorsements and Procedures

You must write the words “**For Mobile Deposit – Crossroads Bank**” in the endorsement section with your signature. You agree to retain the check for at least 60 calendar days from the date of deposit. You agree to follow any and all other procedures and instructions for use of the Services as Crossroads Bank may establish from time to time.

f. Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items 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 Crossroads Bank that we have received the image. Receipt of such 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 the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

g. Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 2:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the first business day after the day of deposit. We reserve the right to place a hold on a deposit. We may place the hold on a portion of or all of the amount of your deposit for up to eleven business days. If we do place a hold on your account, we will notify you by phone or email and mail a hold notice to you.

h. Disposal of Transmitted Items

Upon your receipt of a confirmation from Crossroads Bank that we have received an image that you have transmitted, you agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Crossroads Bank upon request.

i. Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current dollar limit per item is \$2,500.00. The current daily dollar limit is \$5,000.00 per business day. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Higher per deposit dollar limit and daily limit may be requested and granted based on such factors as credit worthiness, the length and extent of your relationship with us, and transaction experience.

j. Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in Crossroads Bank sole discretion subject to the Bank Services Agreement or Commercial Bank Services Agreement governing your account.

k. Errors

You agree to notify Crossroads Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Crossroads Bank account statement is sent. Unless you notify Crossroads Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Crossroads Bank for such alleged error.

l. Errors in Transmission

By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Crossroads Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

m. Image Quality

The image of an item transmitted to Crossroads Bank using the Services must be legible, as determined in the sole discretion of Crossroads Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Crossroads Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

n. User Warranties and Indemnification

You warrant to Crossroads Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Crossroads Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Crossroads Bank from any loss for breach of this warranty provision.

24. Additional Provisions Applicable Only to Business Accounts (other than Sole Proprietors)

a. Protecting Passcodes

You agree that we may send notices and other communications, including passcode confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Crossroads Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to:

- keep your passcode secure and strictly confidential, and
- immediately notify us and select a new passcode if you believe your passcode may have become known to an unauthorized person.

Crossroads Bank will have no liability to you for any unauthorized payment or transfer made using your passcode that occurs before you have notified us of possible unauthorized

use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your passcode even without receiving such a notice from you, if we suspect your passcode is being used in an unauthorized or fraudulent manner. For businesses who use the additional services described in Section D, this section applies to all Digital Banking passcodes, including those assigned to users or Administrators.

b. Acknowledgment of Commercially Reasonable Security Procedures

By using Digital Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

c. Limitation of Bank's Liability (does not apply to Transfers Outside Crossroads Bank or Direct Payments Service)

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Crossroads Bank is headquartered for each day interest is due, computed on the basis of a 365-day year.

Unless otherwise required by law, in no event will Crossroads Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

d. Creating and Managing Users

You may authorize other users and control their scope of activities by designating user levels, and account settings.

You may add additional users to your Digital Banking profile each with a separate Digital ID and passcode. You may designate the user level either as, "user" (also sometimes referred to as sub-user) or "Administrator." An Administrator is a user who is able to create additional users and to edit and monitor other users. An Administrator is not eligible to enroll in other digital business services or grant levels of access to other users that have not been granted to the Administrator. For each user, you can designate which account(s) the user will have access to. You may also place limits on the types of transactions for each account assigned to the user.

For each account linked to your Digital Banking profile, except for personal investment accounts, you can designate each user's access level and account settings.

Access level (also sometimes referred to as Activity Level) means either Transactional Access, View Access or No Access.

You agree that users have Transactional Access, unless otherwise specified by you or an Administrator. You agree that by granting Transactional Access (also sometimes referred to as financial access or full access) to an account you will be allowing a user to transfer funds, make payments, perform account maintenance, and view account balances and activity on the account, subject to the selected account or general service setting.

View Access (also sometimes referred to as inquiry access or basic access) allows a user to only view account balances and activity, subject to the selected account or general service settings.

Account settings are levels of access and transactional limits that you and/or an Administrator may select for each user. In addition to specifying Transactional, View, or No Access for a user of an account, you can also specify certain other account settings, including transaction limitations as provided on our web site. You may also designate certain “general service settings,” which are global settings that may affect more than one account.

There are additional controls available for the Bill Pay option. If you select to enable Full Access Bill Pay for a user, that user will automatically have Transactional Access to all the accounts that you have set up for Bill Pay, and the user will be able to pay bills using the Bill Pay feature and set up new payees. You may, however, designate daily transaction limits for a user of Bill pay, which will permit the user to have transactional access, you are unable to restrict access for specific accounts and existing payees.

In addition to designating general service settings, you can also provide additional account settings on certain eligible accounts, such as allowing a user to view statements, view check images or make transfers for the selected accounts. Any user to whom you have given transfer ability will be able to see the last name and last 4 digits of account number for all transfer recipients created by you, an Administrator or any other user, even those that the user did not initiate.

If you no longer are a person authorized on the signature card for each linked account to designate signers for each such account, the business has the obligation to inform the Bank of the new individual or individuals with such authority. Such notice must be given separately from any other notices given to other Crossroads Bank departments or banking centers, by calling us at 260-563-3185 or 1-800-377-4984. You may also write us at:

Crossroads Bank
1205 N Cass St
P.O. Box 259
Wabash, IN 46992
Fax: 260-563-4841

You are responsible for (and we will have no liability to you for) any unauthorized payments, transfers or other transactions performed on any account linked to this service that are made by a designated user or Administrator using the Passcodes you or an Administrator assign, and that occur before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

e. Linking Accounts of Additional Businesses and Personal Accounts

Crossroads Bank links accounts only within the same tax ID #. Please contact your Crossroads Bank Banker for any further information.

f. DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

g. LIMITATION OF LIABILITY

YOU AGREE THAT CROSSROADS BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CROSSROADS BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

h. Contacting Crossroads Bank

For general questions, to request cancellation of payments and transfers, or to report unauthorized transactions please call us at 260-563-3185 or 1-800-377-4984. Business Digital Banking Customer Service is available during Bank business hours. You may also write us at:

Crossroads Bank
1205 N Cass St
P.O. Box 259
Wabash, IN 46992