

## Security First Bank CorpLink Internet Banking Service Agreement

This CorpLink Internet Banking Service Agreement ("Agreement"), which includes the Enrollment Form, is a contract which establishes the rules which cover your electronic access to your accounts at Security First Bank ("Bank") through the CorpLink Internet Banking System ("CorpLink"). By using CorpLink, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with the Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

1. **Definitions** - As used in this Agreement, the words "we", "our", "us" and "Bank" mean BANK. "You" and "your" refer to the "ACCOUNT HOLDER" authorized by Bank to use CorpLink under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through CorpLink. "Account" or "accounts" means your accounts at Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Bank accounts using CorpLink. "CorpLink Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday. Holidays are not included.
2. **Access** - To use CorpLink, you must utilize some financial service offered by the Bank, acquire the computer hardware and software required to access CorpLink and access to Internet service. Once we have received your signed Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned Company ID, User ID and temporary password. CorpLink can be used to access only the Bank accounts which you have designated for access by CorpLink in your Enrollment Form. You can add or delete any of your Bank accounts from this Agreement by supplying, in writing, the account numbers you wish to add or delete. Access to your accounts through CorpLink will be based upon the authority levels established by your Security Administrator and risk profile. You are required to select a Security Administrator who will be responsible for establishing users and maintaining user access rights. We undertake no obligation to monitor access rights established by you or to monitor transactions through CorpLink to determine that they are made on behalf of the accountholder.
3. **CorpLink Services** - You can use CorpLink to check the balance of your Bank accounts, view Bank account histories, transfer funds between your Bank accounts, make stop payment requests (Checks Only), view checks, and originate Automated Clearing House (ACH) transactions. Balance and activity information are available as of the previous business day. You can also use CorpLink for ACH and Check Positive Pay, BillPay, Mobile Banking, Mobile Deposit and to initiate Wire Transfers.
4. **Authentication** - CorpLink utilizes a layered security authentication model to validate you, as a user to your accounts, and to also validate you are on the CorpLink website. A layered approach is meant to mitigate potential security threats but does not ensure mutual authentication.
  - A. **Company ID** - Every CorpLink Client will be assigned a unique Company ID upon setup. The Company ID will be communicated to the Security Administrator listed in the contact.
  - B. **User ID** - Every CorpLink Account can have multiple users from your Organization. All individuals must have their own corresponding User ID. Do NOT share credentials. The unique User ID will be used for authentication and to determine the accounts and activities that can be performed within CorpLink.
  - C. **Password** - For security purposes, you are required to change your password upon your initial login to CorpLink. You determine what password you will use that meets the SFB CorpLink Password Complexity Requirements as shown on the password screen. Your password is encrypted and SFB does not have the ability to retrieve your password. You agree that we are authorized to act on instructions received under your password via CorpLink. You accept the responsibility for the confidentiality and security of your password. Upon three (3) unsuccessful attempts to use your password, your access to CorpLink will be revoked. To re-establish your authorization to use CorpLink, you must contact the Security Administrator listed in the contact or Security First Bank to obtain a new temporary password. Passwords will expire every 90 days.
  - D. **Machine Forensics and Out-of-Band Authentication** - As part of the layered security model, CorpLink will perform a scan of any device/computer that utilizes a CorpLink User ID. The security scan looks for and identifies individual cookies that have been registered to this device for the User ID that was input. If the device is a new device or has not been registered you will be required to complete Out-of-Band Authentication. Out-of-Band Authentication is a method of authenticating a user by transmitting a one-time password (OTP) through a separate network. Out-of-Band Authentication can be completed using a phone call or via SMS messaging to a cell phone. Security First Bank must have the phone number being used for Out-of-Band Authentication on file as part of your User ID. Upon receipt and input of the OTP the device/computer you are logging in from will be considered Registered. Registered devices/computers will forgo the need to request an OTP the next time that you sign in. SFB recommends to never use public computers or kiosks and to be cautious of using devices over public internet infrastructure to access your CorpLink account. Current browser technology, browser security permissions and browser updates may prevent registering of devices. Browser updates may also "un-register" devices and force users to request an OTP. SFB does not guarantee that registering a device will prevent users from having to request an OTP, users are responsible for understanding their device/computer setup and the security controls that are available and implemented.
  - E. **Hours of Access** - You can use CorpLink seven days a week, twenty-four hours a day, although some or all CorpLink services may not be available occasionally due to emergency or scheduled CorpLink maintenance.

- F. **Submitting ACH Files or Wire Transfers** - CorpLink customers who submit ACH files or Wire Transfers have an additional required layer of security within CorpLink. ACH and Wire transfer customers will be required to complete Out-of-Band Authentication for each ACH and Wire transmitted. Out-of-Band Authentication is a method of authenticating a user by transmitting a one-time password (OTP) through a separate network. Out-of-Band Authentication can be completed using a phone call or via SMS messaging to a cell phone. Security First Bank must have the phone number being used for Out-of-Band Authentication on file as part of your User ID. Upon receipt and input of the OTP the ACH or Wire transfer can be transmitted.
5. **Security** - You understand the importance of your role in preventing misuse of your accounts through CorpLink and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it, either in paper form or electronically. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and User ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via CorpLink is encrypted in an effort to provide transmission security and CorpLink utilizes identification technology to verify that the sender and receiver of CorpLink transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that CorpLink is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot, and do not, warrant that all data transfers utilizing CorpLink, or e-mail transmitted to and from us, will not be monitored or read by others. You agree to monitor your users, and are solely responsible for the safety and security of your computer and networked resources.
- A. **Security Procedures** – You are strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of Protected Information (i.e. non-public consumer data). Such measures will include, but not be limited to, reliable, current and fully patched Security Suites including, at a minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware; hardware and software Firewalls; hardware and VPN encryption; dedicated computer with static IP Address for file initiation; process to patch systems timely; written security policy and procedures designed to protect your network from unauthorized access and avoid disclosing Protected Information (i.e. account numbers, social security numbers, etc.); regular employee training.
6. **Fees and Charges** - You agree to pay the fees and charges for your use of CorpLink Services as set forth in the current fee schedule shown below. You agree that all such fees and charges will be deducted from the Bank checking account designated as the "Account Used for Service Charge" on your Enrollment Form. If you close the designated Checking Account, you must contact us immediately to designate another account as the Account Used for Service Charge. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of CorpLink.

**FEE SCHEDULE**

CorpLink Monthly Fees	Activity Fee	Monthly Fee
CorpLink Initiated Wire Fee - Domestic	\$7.00	
CorpLink Initiated Wire Fee – Foreign USD	\$45.00	
ACH File Origination Fee via Upload		\$10.00
ACH File Origination Fee via CorpLink Template		\$5.00
Combined total of Upload and Template transactions		
• First 50 transactions per month included		
• Transactions in excess of 50 per month	\$0.10	
• <u>All</u> transactions sent under Same-Day-ACH	\$0.15	
Bill Payment		\$5.00
• Includes 15 transactions monthly		
• Transactions in excess of 15 per month	\$0.30	
Merchant Link (Remote Deposit Capture)		\$30.00
Mobile Banking	No charge	No charge
Mobile Deposit		
• Fee per item deposited	No charge	No charge
Positive Pay - Check		
Positive Pay – ACH	No Charge	No Charge
Client Administration Fee		
• Fee per individual user request	\$5.00	

7. **Balance Reporting** – Bank shall provide you, subject to the terms and conditions contained in the Agreement, with the service(s) that you requested as specified on the Enrollment Form which is made a part of this Agreement. Bank shall provide prior day and memo post balance and transaction information on your Bank account(s). Bank shall not be responsible for the accuracy and timeliness of the delivery of any information furnished to the CorpLink by other reporting Banks.
8. **Book Transfer** – You agree that given the size, type and frequency of the intra-Bank transfers, which you intend to make, the following procedures are commercially reasonable. You agree that Bank may solely rely on these procedures to verify the authenticity of your transfer requests. You agree to be bound by any transfer requested in its name and which is in compliance with such procedures whether actually authorized or not. The procedures are as follows:
- A. You are responsible for the input and verification of all information into CorpLink. Bank shall have no responsibility to determine the accuracy of such information. Should there be any conflict between account number and account name, the account number shall prevail. Bank shall be entitled to rely upon any book transfer request reasonably believed by Bank to have been input by you or your authorized users specified in the Enrollment Form.

- B. Bank cut-off time for book transfer requests is 5:00 p.m. MT, after which time such requests may be processed the next business day.
  - C. Bank may, in its sole discretion, reject any transfer request if there are insufficient Available Collected Balances in your authorized account(s) as specified on your Enrollment Form; or the transfer request (1) is not authenticated to Bank's satisfaction or which Bank, in good faith, believes may not be authorized by you; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. Bank shall incur no liability for any loss to you or to any third person occasioned by Bank's refusal to make such transfer.
  - D. Bank shall not be responsible for any loss or liability arising from: Your negligence or breach of this Agreement; any ambiguity or inaccuracy in any book transfer request or in the information set forth in this Agreement given to Bank by you; or from any error, failure or delay in the execution of a book transfer, including without limitation any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control.
  - E. Types of Transfers:
    - a. Transfer funds between your deposit accounts.
    - b. Transfer funds between your deposit accounts and loan accounts.
  - F. LIMITATIONS – With a Savings account and Money Market account you may make six (6) transfers from your account monthly, if by preauthorized or automatic transfer, or telephone (including date transmission) agreement, order or instruction. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.
9. Posting of Transfers - Transfers initiated through CorpLink before 5:00 p.m. MT on a business day (defined as Monday through Friday, holidays not included) are posted to your account the same day. Transfers completed after 5:00 p.m. MT on a business day, Saturday, Sunday or Banking holiday, may be posted on the next business day.
10. Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:
- A. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
  - B. Electronic fund transfers initiated through CorpLink which would result in an overdraft of your account may, at our discretion, be canceled;
  - C. In the event the electronic fund transfers initiated through CorpLink which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.
11. Stop-Payment Requests – CorpLink allows you to: (1) place a stop payment order request of up to six (6) months in duration on checks; (2) cancel an existing stop payment order; or (3) determine the paid status of a check. Any stop payment placed on CorpLink shall automatically expire six (6) months from date of the placement of the stop payment order by you. Stop payment orders for ACH items must be placed by contacting your branch.
- A. You agree to indemnify Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by Bank because of refusing payment pursuant to your stop payment order. You agree not to hold Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by the undersigned are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Enrollment Form may be relied upon by Bank to have been placed by an agent of you duly authorized to place the stop payment, and Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.
  - B. Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment.
  - C. You may initiate stop-payment requests online via CorpLink for paper checks you have written (non-electronically) on your Bank accounts. To be effective, this type of stop-payment request must precisely identify the account number, name of the payee, the check number, the amount, the date of the check, and the reason for stop payment. Bank shall have no responsibility to determine the accuracy of such information.
  - D. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.
  - E. PREAUTHORIZED ELECTRONIC FUND TRANSFERS – Right to Stop Payment and procedures for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 877-747-3139 or 605-718-8070, or write us at 1919 Hope Court, Rapid City, SD 57701, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.
12. Wire Transfer Requests – You and your authorized representatives desire to originate the wire transfer of funds in accordance with the terms of this Agreement, and the Bank is willing to act as your originating and receiving Bank for that purpose, but only with respect to those payment orders of you which the Bank originates and accepts. Terms used in this Agreement shall have the meanings provided in the Nebraska Uniform Commercial Code.
- A. Purpose and Scope. You represent and warrant to the Bank that the account(s) listed on the Enrollment Form are, and during the term of this Agreement will be, maintained primarily for business, and not for personal, family or household purposes. You shall maintain at all times during the term of this Agreement a balance of immediately available funds in these account(s) sufficient to meet your payment obligations under this Agreement. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to the Bank under this Agreement

by debiting any or all of the account(s). In the event there are not sufficient funds available in the account(s) to meet your payment obligations under this Agreement, in order to obtain payment of such obligations, the Bank shall be entitled to debit any account maintained by you with the Bank or any affiliate of the Bank and/or shall be entitled to set off the amount of such obligations against any amount the Bank owes to you.

- B. Verification of Payment Order. The Bank may take any action in an attempt to verify that a payment order (or request for cancellation of a payment order) which the Bank receives from you is that of you, or in order to detect error in the transmission or the content of a payment order (or request). The Bank shall not be liable for failing to take or correctly perform such additional actions.
- C. Transmittal. All payment orders from you must be received by the Bank on a business day by 2:45 p.m. MT. Payment orders shall be deemed received by the Bank only when received in compliance with this Agreement. If payment order from you is received by the Bank after the cut-off time on a business day, such payment order shall be treated as being received by the Bank at the opening of the Bank's next business day.
- D. Inconsistency of Name and Number. If a payment order describes an intermediary Bank or a beneficiary's Bank inconsistently by name and number, execution of such payment order might be made by the Bank based solely upon the number, even if the number identifies a Bank different from the named Bank or identifies a person who is not a Bank, and your obligations for the payment order as provided in this agreement shall not be excused in such circumstances.

If a payment order describes a beneficiary inconsistently by name and account number, payment of such payment order might be made by the beneficiary's Bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary, and your obligations for the payment order as provided in this Agreement shall not be excused in such circumstances.

- E. Execution. The Bank shall process orders received from you based solely upon information received from you. Bank shall execute each payment order received from you by issuing and transmitting to the Federal Reserve Bank, on the execution date, a corresponding payment order which complies with and is intended to carry out the payment order received from you.

Bank shall have no duty or obligation to process, execute on such execution date, or otherwise accept any payment order from you which the Bank receives after the cut-off time, or which does not otherwise comply strictly with this Agreement and with applicable law. Nonetheless, if the Bank receives a payment order or that payment order be delayed longer than the next business day after the execution date, shall execute such payment order on the Bank's next business day after the execution date.

- F. Security Procedures. In addition to the Out-of-Band Authentication outlined in Section 4F, the Bank's Security Procedures may include a telephone call to your authorized representatives listed on the Enrollment Form to verify a Wire Entry that has been submitted if the transaction exceeds your available account balance. Failure by your authorized contact to answer this call may result in a processing delay.

As part of the layered security to protect against the origination of unauthorized Wire Transfers, and to facilitate recovery in the event of an unauthorized origination, an e-mail may be generated with each originated Wire Transfer and sent to your Security Administrator designated in the contract. In order for this security provision to be effective, you are required to adhere to the following: maintain a valid, updated, current e-mail address in our records for receipt of these emails and to monitor these e-mails to validate files that have been submitted from your accounts.

You are strictly and solely responsible to establish and maintain procedures to safeguard against unauthorized transmissions of Entries. You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and of any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures. If you believe or suspect that any such information or instructions are known or have been accessed by unauthorized persons, you shall notify the Bank immediately.

We recommend the transmission of Wire Transfers be done by 2 employees, one to create and initiate the Wire Transfer and a second to approve and submit the Wire Transfer for processing.

- G. Rejection of Payment Orders by Bank. The Bank shall reject any payment order it receives from the Customer which does not comply with the requirements set forth in this Agreement, or which contains an execution date more than fourteen (14) days after the day such payment order is received by the Bank. Except as expressly prohibited by law, the Bank, in its sole and absolute discretion, shall have the right to reject any payment order it receives from you if such payment order does not comply strictly with the other requirements set forth in this Agreement or if you fail to comply with its account balance obligations set forth in this Agreement. Bank shall promptly notify you by telephone, by electronic transmission, or by United States mail, any one of which shall be considered commercially reasonable, of the Bank's rejection of a payment order and the reason for such rejection no later than the execution date or the payment date. Rejection shall be effective when such notice is given.
- H. Cancellation or Amendment. You shall have no right to cancel or amend any payment order after such payment order has been received by the Bank. However, the Bank shall use reasonable efforts to act on a request by you to cancel a payment order, whether prior to or after the Bank's acceptance of such payment order, provided such request for cancellation is transmitted to the Bank and complies strictly with this Agreement. In no event shall the Bank be liable if such cancellation is not effected.
- I. Rejection of Payment Orders. If the Bank receives notice that a payment order issued and transmitted by the Bank to the Federal Reserve Bank to carry out a payment order from you is rejected, the Bank shall notify you by telephone, electronic transmission, or by United States mail, all of which shall be considered commercially reasonable, of such rejection. Such notice shall identify the rejected payment order, state the date on which the Bank received notice of such rejection, and state any reason given for such rejection. Except for a payment order transmitted by you in accordance with this Agreement, the Bank shall have no obligation to retransmit a rejected payment order if the Bank complied with this Agreement with respect to the original payment order.
- J. Payment. At the time the Bank executes a payment order from you, you shall pay the Bank, with immediately available funds on deposit in an Authorized Account listed on the Enrollment Form, the amount of such payment order. If you fail to pay for a payment order in accordance with this Agreement, the Bank shall be entitled to process and transmit a request for cancellation of the payment order which the Bank processed and transmitted to carry out your payment order. This right to process and transmit a request for cancellation is not exclusive, but rather is in addition to all other legal and equitable rights and remedies to which the Bank is entitled.

- K. **Reconciliation.** All payment orders executed debited and credited to the appropriate accounts by the Bank under this Agreement will be reflected on your periodic statements issued by the Bank with respect to the Authorized Accounts listed on the Enrollment Form. You shall notify the Bank promptly of any discrepancy concerning any payment order. If you fail to notify the Bank of any such discrepancy within fourteen (14) days after you receive, whether in a periodic statement or otherwise, sufficient information to detect such discrepancy, the Bank shall not be liable for, and you shall indemnify and hold harmless from any loss of interest with respect to any such payment order and other loss which could have been avoided had you given such notice. If you fail to notify the Bank of any such discrepancy within three (3) months after you receive, whether in a periodic statement or otherwise, sufficient information to detect such discrepancy, you shall be precluded from asserting such discrepancy against the Bank.
- L. **Representations and Warranties.** In addition to the other representatives and warranties contained in this Agreement, you represent and warrant to the Bank that (a) all payment orders transmitted by you to the Bank are limited to those types of payment orders described in this Agreement; and (b) you shall be bound by and comply with all applicable laws, rules and regulations.
13. **Positive-Pay** – Positive-Pay allows you to limit risk and exposure by giving you control to decide which checks and ACH items post to your accounts.
- A. **Check Positive Pay.** Check Positive Pay verifies your Issued Checks file against checks being presented to us for payment. Any paper item presented to us for payment that does not match the Issued Checks file will be an exception or violation. The following sets forth the description of an exception or violation:
- Items presented for payment through our in-clearings (deposited items) not matching your Issued Checks file will be exceptions. You will have an automated option within CorpLink to work with your exceptions as they arise. It is your responsibility to work your Check Positive Pay Exceptions each business day by 10:00 AM (MT). For the purposes of this agreement, a business day is defined as every day except Saturdays, Sundays, and federal holidays.
  - Items presented to us for immediate payment (cashing a check at the bank) not matching your Issued Checks file will be a violation. A bank representative may contact you by phone for instruction on a Positive Pay violation. In the event that we cannot contact an Authorized Representative for instruction on a Positive Pay Violation, we will return or refuse to pay the item. Authorized Representatives are listed as an Authorized Signer on the Positive Pay account.
  - Issued Checks files must be uploaded to our system one business day before disbursing checks. Issued Checks files can be uploaded to our system on a monthly, weekly, daily and/or hourly basis.
  - It is not required that you have any type of accounting software to utilize this service, because you also have the ability to manually input Issued Checks into our system. You must send us a test file so that we can input your file's format into our system to allow you to upload. You should also provide us with a list of all outstanding checks at the time you begin using this service.
  - Positive Pay will not stop the payment of checks that have been converted to ACH entries. ACH Rules prohibit the conversion of business checks as long as they meet the standards published in the ACH Rules. You are responsible for assuring that your checks meet these standards.
- B. **ACH Positive Pay** – ACH Positive Pay lets you define partners that are authorized to send ACH entries for any, exact or maximum amounts, to your account. Any item that meets the criteria you establish will automatically post to your account. You are alerted to any exception transactions to your criteria, safeguarding you against fraudulent activity. Upon receipt of the rejected items, you can return them or conveniently add filter criteria for future electronic transactions. It is your responsibility to work your ACH Positive Pay Exceptions each business day. Positive Pay Items may be presented throughout the day. For the purposes of this agreement, a business day is defined as every day except Saturdays, Sundays, and federal holidays.
- C. **Liability; Limitations on Liability; Indemnity**
- You agree to indemnify Bank against any loss for the amount of said item (ACH or Check) and all expenses, costs and consequential damages, if any, incurred by Bank because of payment or return of presented item of a positive payment order. You agree to indemnify Bank against all expenses, costs, and consequential damages, if any, incurred by Bank because of Bank's non-payment of an item (ACH or Check) which was not included on a positive payment order.
  - You agree not to hold Bank liable on account of payment or return of a positive pay order (ACH or Check) if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn on the undersigned are returned insufficient. You agree not to hold Bank liable on account of non-payment of a positive pay item (ACH or Check) which was not included on a positive payment order. You agree that any positive payment order may be relied upon by Bank to have been placed by an agent of you duly authorized to place the positive payment order, and Bank shall have no duty or obligation to verify either the authenticity of the positive payment order request or the authority of the person placing it.

14. **Bill Payment Service**

Service Definitions

- **Service or The Service** means the bill payment service offered by Security First Bank, through FIS Bill Payment Services.
- **Agreement** means these terms and conditions of the bill payment service.
- **Customer Service** means the Customer Service department of Security First Bank.
- **Biller** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- **Payment Instruction** is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- **Payment Account** is the checking account from which bill payments will be debited.
- **Billing Account** is the checking account from which all Service fees will be automatically debited.
- **Business Day** is every Monday through Friday, excluding Federal Reserve holidays.
- **Scheduled Payment Date** is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- **Due Date** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

- **Scheduled Payment** is a payment that has been scheduled through the Service but has not begun processing.

- A. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. The application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.
- B. **Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

- C. **Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).
- D. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
- E. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
- F. **Prohibited Payments.** Payments to Billers outside of the United States or its territories are prohibited through the Service.
- G. **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.
- H. **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
- Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
  - Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller.

While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

- Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- Cancellation of electronic bill notification - The electronic biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

- I. Service Fees and Additional Charges. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
  - J. Failed or Returned Transactions. In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed.
  - K. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
  - L. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Payment Account. You may receive notification from the Service.
  - M. Information Authorization. Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).
15. Automated Clearing House Service - You and your authorized representatives desire to originate Automated Clearing House (ACH) transactions (referred to herein as "Entries") through the Bank for deposit or withdrawal of funds to and from the accounts of your certain customers and other parties ("Customers") maintained at the Bank and other Participating Institutions ("Accounts"). You authorize the Bank to initiate credit and/or debit Entries pursuant to the terms of this Agreement and the *NACHA Operating Rules and Guidelines* ("Rules"), and the Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. The Bank allows for processing of the following SEC Code(s): PPD, CCD, WEB. It is your obligation to follow any special requirements imposed by the Rules when originating Entries with these SEC Codes.
- A. Rules. You shall comply with the Operating Rules of CorPLink as outlined in the Agreement, the Operating Rules of the National Automated Clearing House Association ("NACHA"), and the rules of the Federal Reserve Bank ("Federal Reserve") in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Rules"). The terms of this Agreement shall in no way limit your obligation of complying with the Rules. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean (i) the data received from Company hereunder from which the Bank prepares Entries, and any request from you for reversal of an Entry. A copy of the NACHA Operating Rules may be purchased at [nacha.org](http://nacha.org) or by contacting the Bank.
  - B. Delivery Requirements. All Entries shall be delivered by you, to the Bank, through CorPLink and must be initiated at least one (1) business day prior to the transaction effective date. Entries received by the Bank from you before 3:30 p.m. MT, on a business day, excluding Federal Holidays, will be processed by the Bank the same day they are received. Entries received by the Bank from you after 3:30 p.m. MT will be processed before the close of business on the next business day. To fully complete the transaction, Entries must also be processed by the Receiving Depository Financial Institution (RDFI) over which the Bank has no control. The Bank cannot and does not guarantee the date a transaction will be completed. To increase the likelihood that Entries will be fully completed by desired effective date, Entries need to be delivered to the Bank no less than two (2) business Banking days prior to effective date.
  - C. Security Procedures. In addition to the Out-of-Band Authentication outlined in Section 4F, the Bank's Security Procedures may include a telephone call to your authorized representatives listed on the Enrollment Form to verify an ACH Entry that has been submitted if the transaction

exceeds daily and/or monthly limits. Your authorized contact may be asked by the Bank for debit and credit dollar totals as well as Entry counts. Failure by your authorized contact to verify this Entry information may result in a processing delay.

As part of the layered security to protect against the origination of unauthorized ACH files, and to facilitate recovery in the event of an unauthorized origination, an e-mail may be generated with each originated ACH file and sent to your Security Administrator designated in the contract. In order for this security provision to be effective, you are required to adhere to the following: maintain a valid, updated, current e-mail address in our records for receipt of these emails and to monitor these e-mails to validate files that have been submitted from your accounts.

You are strictly and solely responsible to establish and maintain procedures to safeguard against unauthorized transmissions of Entries. You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and of any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures. If you believe or suspect that any such information or instructions are known or have been accessed by unauthorized persons, you shall notify the Bank immediately.

We recommend the transmission of ACH files be done by 2 employees, one to create and initiate the ACH File and a second to approve and submit the ACH File for processing.

- D. Internet Initiated Entries (WEB) Originator Warranties – You will: (1) employ a commercially reasonable method of authentication to verify the identity of the consumer. (2) employ a commercially reasonable fraudulent transaction detection system to screen each entry that, at a minimum, validates the account to be debited for the first use of such account number, and for each subsequent change to such account number. (3) employ commercially reasonable procedures to verify the routing number used in the entry is valid. (4) conduct an audit annually, and share this audit with the Bank, to ensure that the financial information it obtains from customers is protected by security practices and procedures that include, at a minimum, adequate levels of: (a) Physical security to protect against theft, tampering or damage; (b) Personnel and access controls to protect against unauthorized access and use; and (c) Network security to ensure secure capture, storage, and distribution.
- E. Exposure Limits. You agree not to exceed the total approved ACH Exposure dollar limits for the aggregate amount of all payment orders received by the Bank and in process of settlement. Payment orders greater than the total approved ACH Exposure dollar limits established will be processed upon the Bank's validation with confirmation from your authorized representative listed on the Enrollment Form. Processing delays may result if the Bank is unable to perform this validation.
- F. Reporting Requirements. The Bank will provide reporting information to NACHA regarding your Company if your return rate for unauthorized Entries exceeds the Unauthorized Entry Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as required by the Rules.
- G. Customer Authorizations and Record Retention. Before the initiation by you of the first Entry to or from a Customer's Account, you shall obtain from such Customer a written authorization that is signed or similarly authenticated to initiate one or more Entries to or from the Customer's Account, which authorization shall comply with the Rules. You shall provide Customer with a copy of such authorization. Each Entry thereafter shall be made pursuant to such authorization, and no Entry shall be initiated by you after such authorization has been revoked or the arrangement between you and such Customer has terminated. You shall retain Customer authorizations for two (2) years after they have terminated and other documents related to Entries for a period of two (2) years. You shall immediately furnish such authorizations and documents to the Bank upon the Bank's request.
- H. Prenotification. You may deliver a prenotification prescribed by the Rules to the Bank to be transmitted to the Participating Institution at which the Customer's Account is held ("RDFI") within the time limits set forth in the Rules. If you have received notice that such prenotification has been rejected by the RDFI within the prescribed period, you shall not initiate any corresponding Entry until the cause for rejection has been corrected and another prenotification has been submitted to, and accepted by, the RDFI in accordance with the Rules.
- I. Notification of Change. The Bank will notify you by electronic transmission or by United States mail, either of which shall be considered commercially reasonable, of all Notifications of Change received by the Bank related to your Entries no later than two (2) banking days after the receipt thereof. You will ensure that changes requested by Notifications of Change for recurring payments are made within six (6) banking days of your receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later. If you fail to correct the Entry, NACHA may impose fines that may be debited from your account.
- J. Cancellation or Amendment of Entries. You shall have no right to cancel or amend an Entry after it is delivered to the Bank. The Bank, however, shall use reasonable efforts to act on a request by you to cancel an Entry, file pursuant to the Rules, and prior to transmitting it to the ACH Operator; provided, however, that the Bank shall not be liable for interest or losses if such cancellation is not effected. Any request by you for cancellation of an Entry must comply with the Delivery Requirements and the Security Procedures. You shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in effecting or attempting to affect your request for the cancellation of an Entry.
- K. Reversing Entries. You may initiate Reversing Entries or Reversing Files in accordance with the Rules, when the Bank has been notified of an error and has approved the initiation of Reversals
- You will notify the Receiver of the reversing Entry and reason no later than the Settlement Date of the reversing Entry. This notification may be made by your method of choice (fax, telephone, email, etc.)
  - You will submit a Correcting File with a Reversing File when incorrect entries are being reversed.
- L. Reinitiation of Entries. You may not reinitiate Entries except as prescribed by the Rules.
- M. Rejection of Entries. The Bank may reject any Entry for any reason, and shall notify you of such rejection by telephone, electronic transmission, or by United States mail, all of which shall be considered commercially reasonable. The Bank shall not be liable to you for the rejection of any Entry, for your non-receipt of a notice given to you, or for the failure to give notice of rejection at an earlier time than provided for herein. The Bank shall not be required to pay you interest on a rejected Entry for the period from rejection to the Entry to your receipt of the notice of rejection.



- N. Notice of Returned Entries. The Bank shall notify you by telephone, electronic transmission, or by United States mail, all of which shall be considered commercially reasonable, of the receipt of an Entry returned by the ACH Originator to the Bank. The Bank shall have no obligation to re-execute a returned Entry.
- O. Unauthorized Entries. An Entry delivered to the Bank that purports to have been transmitted or authorized by you shall be effective as your Entry as provided herein even if Entry was not in fact authorized by you, provided the Bank has accepted the Entry in compliance with the Security Procedures with respect to such Entry.
- P. Authorized Entries. If an Entry received by the Bank was transmitted or authorized by you, it shall be effective as your Entry as provided herein, even if the Bank did not comply with the Security Procedures with respect to that Entry and even if that Entry was erroneous in any respect or such error would have been detected if the Bank had complied with the Security Procedures.
- Q. Inconsistent Entries. You acknowledge and agree that (i) if any Entry describes the Receiver inconsistently by name and account number, payment or receipt of the Entry transmitted to or from the Bank to an RDFI may be made by RDFI on the basis of the account number even if it identifies a person different from the named Receiver, and that your obligations to pay or return the amount of the Entry to the Bank is not excused in such circumstances, and (ii) if an Entry describes the RDFI inconsistently by name and identifying number, payment or receipt of the Entry may be made by the RDFI on the basis of the account number even if it identifies an RDFI different from the named RDFI, and that your obligation to pay the amount of the entry to the Bank is not excused in such circumstances.
- R. Provisional Payment. You represent to the Bank and agree that it shall be bound by the provision of the Rules making or receiving payment of an Entry by the RDFI to or from a Receiver provisional until receipt by the RDFI of final settlement for such Entry, and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid or been paid by the Receiver the amount of the Entry.
- S. Your Account. You shall at all times maintain sufficient available funds in a deposit account you shall maintain at the Bank ("Account") to pay the amount of all Entries, fees and other amounts that you are obligated to pay the Bank under this Agreement. The Bank in its sole discretion may require you to have sufficient available funds in the Account to cover the amount of an Entry prior to the Bank's transmittal of such Entry to an ACH or the Bank's crediting or debiting of a Receiver's account in the amount of an On-Us Entry. In the absence of such a requirement, you shall be obligated to have such available funds in the Account at such time on the Settlement Date with respect to such Entry, or in the case of an On-Us Entry, the date of crediting or debiting the Receiver's account, as the Bank, in its discretion, may determine. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Account, and may credit the Account for any amount to which you are entitled under this Agreement. If there are insufficient funds available in the Account to pay amounts you owe the Bank under this Agreement, you shall pay any amounts due immediately upon demand, and you agree that the Bank may debit any account maintained by you with the Bank or that the Bank may set off against any amount it owes to you, in order to obtain payment of your obligations.
- T. Notices and Statements. The Bank is not required to and will not provide you or your or Customers with notice of receipt or the Bank's transmittal, or crediting or debiting of Entries. Entries and other debits and credits to the Account will only be reflected on the periodic statement for the Account. You shall notify the Bank of any unauthorized or erroneous Entries or any other discrepancy or error on the periodic statement within fourteen (14) calendar days of receipt of the statement, after which the statement will be conclusively presumed to be correct. The Bank shall not be liable for any interest or losses resulting from your failure to give such notice.
- U. Credit Review. You are subject to satisfactory credit review by the Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit criteria. You shall, upon the Bank's request, provide to the Bank any such credit-related information and assistance as the Bank may require to perform any such review. Failure of you to meet such standards in the sole discretion of the Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit the Bank to terminate this Agreement.
- V. Audit. The Bank has the right to audit your compliance with the Rules, U.S. law and our policies. You will provide reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies procedures, records, and other materials.
- W. Termination. The Bank reserves the right to suspend or terminate this Agreement immediately upon providing written notice of such termination to you. Any termination of the Agreement shall not affect any of our rights or your obligations with respect to entries transmitted prior to such termination, or your payment obligations with respect to services performed by us prior to termination. You may terminate the agreement with written notice. Such termination shall be effective on the business day following the day of our receipt of written notice of such termination or such later date as is specified in that notice.
16. E-Payments Routing Directory. – If you have been authorized to use the Federal Reserve Bank E-Payments Routing Directory and provided with a code to use that Directory, you agree to the following:
- The information in the E-Payments Routing Directory may not be sold, relicensed or otherwise used by you for commercial gain;
  - You will use the E-Payments Routing Directory Code solely for the purpose of downloading the directory with an automated program in order to facilitate the efficient processing and settling of transactions;
  - You will keep the E-Payments Routing Directory Code confidential and not distribute the code to any third party;
  - You will use the E-Payments Routing Directory Code only for so long as your customer maintains a customer relationship with the Bank; and
  - You acknowledge that the E-Payments Routing Directory Code may expire or terminate at any time, with or without cause.
17. Disclosure of Account Information and Transfers - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection

with the opening or maintaining of your account or in connection with approving your access to CorpLink. You agree and hereby authorize all of these transfers of information.

18. Confidentiality – We will disclose information to third parties about your account or the transfers you make:
  - A. Where it is necessary for completing transfers;
  - B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
  - C. In order to comply with government agency or court orders, or
  - D. If you give us your written permission.
  
19. Periodic Statements - You will not receive a separate CorpLink statement. Transfers to and from your accounts using CorpLink will appear on the respective periodic statements for your Bank accounts.
  
20. Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any CorpLink service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer CorpLink. We will post any required notice of the change in terms on the Bank System web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject CorpLink Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.
  
21. Liability for Failure to Make a Transfer - We will NOT be liable for failure to make a transfer in the following instances:
  - A. If, through no fault of ours, you do not have enough money in your account to make a transfer.
  - B. If a legal order directs us to prohibit withdrawals from the account.
  - C. If your account is closed, or if it has been frozen.
  - D. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
  - E. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
  - F. If any electronic terminal, telecommunication device, or any part of the CorpLink electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
  - G. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
  - H. If you have not properly followed the on-screen instructions for using CorpLink.
  - I. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
  
22. Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your credentials have been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses.
  
23. Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the CorpLink Services provided to you under this Agreement. We do not and cannot warrant that CorpLink will operate without errors, or that any or all CorpLink Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that we and our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to CorpLink, including loss of profits, revenue, attorney fees, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through CorpLink.

Also, if your statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was made available to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time.

We hold no liability for fraudulent transactions that occur as a result of client credentials and/or computing systems being compromised.
  
24. Your Right to Terminate - You may cancel your CorpLink service at any time by providing us with written notice by postal mail or fax. Your access to CorpLink will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.
  
25. Our Right to Terminate - You agree that we can terminate or limit your access to CorpLink Services for any of the following reasons:
  - A. Without prior notice, if you have insufficient funds in any one of your Bank accounts. CorpLink service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
  - B. Upon 3 business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
  - C. Upon reasonable notice, for any other reason in our sole discretion.
  
26. Communications Between the Bank and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- A. Telephone - You can contact us by telephone at 605-718-8057 or 844-277-8860.
- B. E-mail – CorpLink@security1stbank.com
- C. Postal Mail - You can write to us at:  
 Security First Bank  
 Electronic Banking Operations  
 1919 Hope Court  
 Rapid City, SD 57701
- D. In Person - You may visit us in person at any one of our locations that are detailed in the “About Us” section of the Bank’s web site.

27. Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank’s web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

I hereby designate the following individual(s) as Security Administrators for the below named Client. **(Security Administrators are authorized to complete and amend the attached Client Authorization. Additionally, the Security Administrator will be responsible for adding and maintaining any additional users to CorpLink.)**

Name	Title	e-mail Address	Phone Number

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed by their duly authorized officers.

<p style="text-align: center;">_____ “Account Holder – Business Name”</p> <p>Signed By _____</p> <p>Printed/Typed Name _____</p> <p>Title _____</p> <p>Date _____</p>	<p style="text-align: center;">Security First Bank _____</p> <p>Signed By _____</p> <p>Printed/Typed Name _____</p> <p>Title _____</p> <p>Date _____</p>
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**CLIENT AUTHORIZATION ENROLLMENT FORM**

Tax ID Number: \_\_\_\_\_ EIN \_\_\_ SSN

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Type of Business: \_\_\_\_\_ # of years in Operation: \_\_\_\_\_ Date Accounts Opened: \_\_\_\_\_

Primary Security Administrator ("SA"): \_\_\_\_\_

Primary SA Telephone Number:(\_\_\_\_) \_\_\_\_-\_\_\_\_ ext: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Primary SA Email Address: \_\_\_\_\_

Secondary SA (optional): \_\_\_\_\_ Email Address: \_\_\_\_\_

Secondary SA Telephone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ ext: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Security Administrator(s) will be adding additional users? \_\_\_Yes \_\_\_ No

**ACCOUNT AUTHORIZATION**

In the table below please list all accounts that you wish to view in CorpLink.

Account Nickname (i.e. General Operating)	Full Account Number	Account Type (Checking, Savings, Certificate, Loan)	Account Used for Service Charge (Check one)
			<input type="checkbox"/>
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**SERVICES**

Check off the services below that you will be utilizing via CorpLink. (See **Fee Schedule** on page 2 of the Agreement for applicable fees):

1.  **Wire Transfers,**
  - Domestic Wire Transfers** From Account(s): \_\_\_\_\_
  - International USD Wire Transfers** From Account(s): \_\_\_\_\_
2.  **Bill Pay** From Account(s): \_\_\_\_\_
3.  **MerchantLink** (Remote Deposit Capture)
4.  **Mobile Banking**

5.  **Mobile Deposits** To Account(s): \_\_\_\_\_

6.  **Positive Pay - Check**  
 Account(s): \_\_\_\_\_

- a. Positive Pay exception default decision:  Pay  Return
- b. Positive Pay exceptions must be address by **10:00am MT (M-F)**. If no decisions are made, the above default decision will be applied.

7.  **Positive Pay - ACH**  
 Account(s): \_\_\_\_\_

- a. Positive Pay exception default decision:  Pay  Return
- b. Positive Pay exceptions must be addressed by **1:00pm MT (M-F)**. If no decisions are made, the above default decision will be applied.

8.  **ACH Transfers**  
 If creating or uploading ACH Files please answer the following questions:

Will you be using third-party software to create ACH formatted files to upload to CorpLink?  
 \_\_\_ Yes \_\_\_ No If yes, what software will you be using: \_\_\_\_\_  
 (File header information will be provided)

Will you be using a third-party (i.e. an accounting firm or payroll service) to create and upload your ACH files?  
 \_\_\_ Yes \_\_\_ No If yes, who: \_\_\_\_\_

Will you be originating ACH Entries under additional company names? \_\_\_ Yes \_\_\_ No

Company Name	Company ID	Company Name	Company ID

What type(s) of files will you be creating, either using third-party software or ACH templates in CorpLink?  
 The Bank only supports the upload of the following SEC Codes: CCD, PPD and WEB.

- i.  **Payroll Files (PPD)**
- ii.  **Billing Files** (collecting rent, tuition, utility payments etc.)  
 Business to Business (CCD)  Business to Personal (PPD)
- iii.  **Payment Files** (payments to vendors or misc. payments to employees, etc.)  
 Business to Business (CCD)  Business to Personal (PPD)
- iv.  **Internet Initiated Entries (WEB)** (Carefully review section 15 D for requirements)
- v.  **Federal Tax Files (CCD)**
- vi.  **State Tax File (CCD)**

How do your customers authorize payments?  
 In Writing  Website  Telephone  Other \_\_\_\_\_

Complete the following for each type of file you will be creating from the above list.

File Type i.e. Payroll, Billing, etc.	Transfer from Account(1)	File Frequency(2)	Maximum # of Transactions per File(3)	Maximum \$ Amount per File(4)

Requested Aggregate ACH Exposure Limit(5): \_\_\_\_\_

Frequency: \_\_\_ Daily \_\_\_ Weekly (7 days) \_\_\_ Bi-Monthly (14 days) \_\_\_ Monthly (30 days)  
 \_\_\_ Other \_\_\_\_\_

ACH Notes: \_\_\_\_\_

Requested Aggregate Wire Exposure Limit per day: \_\_\_\_\_

Amendments to the enrollment form must be submitted, in writing, and be authorized by a Security Administrator named in the Agreement.

Signed By \_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title \_\_\_\_\_  
"Security Administrator"

Date \_\_\_\_\_

- (1) Which SFB account will the funds be withdrawn from or deposited to.
- (2) How often will this file be submitted, daily, weekly, bi-weekly, monthly etc.
- (3) How many transactions will this file contain, i.e. number of employees paid, number of payments collected. This may be used to set the maximum number of transactions allowed per file.
- (4) How much will the total debit and/or credit amount be for this file be, i.e. total payroll. This will be used to establish the ACH Exposure Limit.
- (5) Aggregate amount of all ACH files transmitted for the frequency selected.

FOR SFB USE ONLY:

I acknowledge that the above Enrollment Form has been reviewed with the Customer and authorize the Customers use of the selected Services. I have verified that the Customer has the legal right to view and transact on any and all accounts listed in the Account Authorization section. Additionally, if the Customer has selected any ACH or Wire Services, the Onboarding CorpLink Client Checklist has been completed by a Loan Officer who has approved the ACH or Wire Limits.

\_\_\_\_\_  
Security First Bank

Signed By \_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_