Manhattan Bank Master Online Banking Agreement

SYSTEM.

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

This Master Online Banking Agreement ("Master Agreement") governs your use of the Online Banking services and other Internet-based financial services which are offered now or in the future by Manhattan Bank ("Bank" or "us" or "our" or "we") through its various electronic platforms ("Online System"). "You" and "your" means the account holder(s) and anyone else with the authority to transact on any account. However, this nomenclature does not intend and should not be interpreted, to expand an any individual's liability. If the Eligible Account(s) are owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization.

In addition to the terms of this Master Agreement, terms and conditions applicable to a specific Service may be contained in the Attachments, Exhibits or instructions appearing on the help screens or on-line when accessing the Service(s) and/or set-up forms ("Forms"). The Master Agreement and the Forms are all incorporated into this Master Agreement and all are collectively referred to as "Master Agreement". Any terms and conditions, agreements or other documents governing your deposit account(s) or loan(s) that you access using the Services still apply. If there are any conflicts between the Master Agreement and the Account Agreement(s) or Loan Document(s), the terms and provisions of the Master Agreement shall govern, but only to the extent reasonably necessary to resolve the conflict. BY ACCESSING THE ONLINE SYSTEM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE ONLINE

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY AND CONFIDENTIALITY OF YOUR PERSONAL ID AND PASSWORD. IF YOU PROVIDE ANOTHER PERSON WITH THE MEANS AND NECESSARY INFORMATION TO ACCESS YOUR ACCOUNTS VIA MANHATTAN BANK'S ONLINE BANKING PRODUCTS, YOU WILL BE RESPONSIBLE FOR ALL TRANSACTIONS USING THAT PASSWORD UNTIL DISABLED OR REVOKED IN ACCORDANCE WITH THE BANK'S PROCEDURES. FOR YOUR PROTECTION, MANHATTAN BANK MAY DISABLE ANY IDS OR PASSWORDS THAT HAVE NOT BEEN USED FOR 365 DAYS.

Hardware and Software Requirements. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Equipment") necessary for you to access and use the Services. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Equipment nor are we responsible for notifying you of any upgrades, fixes or enhancements to, or for providing technical or other support for your Equipment. Equipment that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee that your particular mobile device, mobile device camera, other image devices, mobile device operating system, mobile carrier, or data service will be compatible with the Service.

Manhattan 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. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices.

You are also responsible for obtaining Internet and/or cellular services via an internet and/or cellular service provider of your choice at your own expense. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet and you hereby expressly assume such risks.

When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has 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 Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Termination/Changes This Agreement is subject to change from time to time. We will notify you of any material change via one or more of the following methods: an alert when you login to the Service, email, text message, a link on our website to the revised Agreement or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Manhattan Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred. If utilizing the Bill Payment service Manhattan Bank is not responsible for any fixed payment made before Manhattan Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Manhattan Bank on your behalf. Either you or Manhattan Bank may terminate this Agreement and your use of the Service or any product within the Service at any time with or without notice. This Agreement shall remain in full force and effect unless and until it is terminated by you or 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 if you use the Services in a manner inconsistent with the terms of any agreement you entered into with us.

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 non-infringement. 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. You agree not to conduct any business or activity that is prohibited by law.

Limitation of Liability. You agree that we 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 the Services. Regardless of the form of action or claim (whether contract, or, strict liability or otherwise), even if Manhattan Bank has been informed of the possibility thereof. You are solely responsible for maintaining the security and confidentiality of your online banking login information. If you provide another person with the means and necessary information to access your accounts via Manhattan Bank's Online Banking, you will be responsible for all transactions using that PIN/Password until disabled or revoked in accordance with the Bank's procedures. You agree not to use this service in any illegal activity. If utilizing the Bill Pay service, Manhattan Bank is not liable for any service fees or late charges levied against you by a Payee. You are responsible for any loss or penalty that may occur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. Manhattan Bank is not responsible for monitoring your account for incomplete, duplicate, or otherwise erroneous payment requests. Manhattan Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. Manhattan Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a "Payee" for a bill payment. Manhattan Bank is not responsible for your acts

or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

Indemnification. Unless caused by our intentional misconduct or negligence, you agree to indemnify, defend and hold harmless Manhattan 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 attorney's fees) caused by or arising from: (I) A third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on your information, data or files, or otherwise in connection with your use of the service; (II) Your violation of any law or rights of a third party; or (III) Your use, or use by a third party, of the Mobile Banking Service.

Security of the Service(s). We will use commercially reasonable efforts to secure the Service(s) to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service(s) could be compromised, or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

Our login security incorporates multi-factor authentication (it requires not only something you know, like your Online ID but also requires something you have, like receiving a text with a code on your cell phone). We use secure socket layer ("SSL") encryption technology for everything done in the System(s). You are responsible for providing security for your access to the Service(s). PINS/Passwords must be kept private. You agree that you will not under any circumstances disclose your PIN/Password to anyone, including anyone claiming to represent Manhattan Bank. No one from Manhattan Bank will ever ask you for your PIN/Password, and Bank employees do not need your PIN/Password for any reason. You should make sure that no one is physically watching as PINS/Passwords are entered. You agree to immediately notify Bank if you believe the secrecy of your online account information has been compromised and you will immediately change your PIN/Password through the Online System. Log Out of Your Account. It is important to remember to "Sign Out" after completing your Online Banking session. You should not leave your computer systems unattended with the browser running and a valid username and PIN/Password cached as anyone can gain access to the account. Antivirus Requirements. You agree you should use antivirus systems to keep computers and/or other devices you use to access the Services clean and free of viruses that could compromise your Account, such as by capturing keystrokes.

ONLINE BANKING & MOBILE SERVICE

Note: If you access Online Banking through Manhattan Bank's downloadable Mobile Banking Application (Mobile Banking App) all the features of Online Banking may not be available. To access all of the features and services offered by Online Banking, sign in directly through our web site at ManhattanBank.bank from a personal computer.

SERVICES

All references to time in this Agreement refer to Mountain Standard Time. Our business days are Monday through Friday. Holidays are not included. For specific times of operation or cut off deadlines, please contact the Bank.

To Use Online Banking you need:

- A deposit or loan account with Manhattan Bank
- An Online Banking User ID and password; and
- Customer is responsible for acquiring, maintaining and operating the computer and/or mobile device used to access Manhattan Bank Online Banking Services.

You may use Online Banking or the Mobile Banking App to:

• View current balance information for your linked Manhattan Bank account(s)

- Transfer funds between your linked Manhattan Bank deposit accounts
- Transfer funds to your accounts at other financial institutions
- View and print check images and statements
- Place stop payments on checks
- Export your account information in a variety of file types
- Link your account with Intuit for downloads
- Secure chat with us during normal business hours
- Setup various alerts
- Manage your debit cards
- Enroll in and use Bill Pay. There is a fee charged for Bill Pay.
- Enroll in and use Mobile Deposit for checks. There is a fee charged for Mobile Deposit.
- Integration with Autobooks[®] (Fees directly with company, not bank controlled)
- Integration with Intuit (Fees directly with company, not bank controlled)
- From time to time, we may develop additional features that will become part of the Online Banking Service. As such features are developed, you will have the opportunity to add them to your Online Banking Service, provided you have compatible hardware and software and meet any other eligibility requirements.

Some of the above services may not be available for all accounts or customers, or may have Mobile app restrictions.

Available Funds: Funds must be available in the checking account at the time of the bill payment in order for it to process. If funds are not available, the system will try again at the next processing date cut-off time. The system will attempt for 5 days to make a payment.

Transaction Processing. With the exception of Manhattan Bank Bill Pay Service transactions, internal transfers from your accounts that are initiated via the Manhattan Bank Mobile Service before 8:45 PM on a Business Day (Monday through Friday, excluding Federal holidays) will be processed on the day you initiate them. If you initiate a transfer on a weekend or holiday, or after 8:45 PM on a Business Day, the transfer will be reflected in your account and available for your use at the time the transfer is initiated, but we will process your transaction the next Business Day. Requests for payments to third parties through the Manhattan Bank Bill Pay Service will be processed at 6:00 AM and again at 1:00 PM each Business Day. Otherwise, such payment requests will be processed the next Business Day. We may refuse your transfer or payment if sufficient funds are not available in your account. If a transfer or payment overdraws any of your accounts, non-sufficient funds charges may apply each time it is presented.

Cancelling Transfers or Payments. You may cancel a scheduled transfer between your Manhattan Bank Accounts, prior to 8:45 PM on the Business Day the transaction is scheduled to be processed. To cancel a payment that you have scheduled through the Bill Pay Service, you must cancel before the system processes the transaction. Bill Pay processes weekdays at 6 AM and 1 PM. Immediate transfers cannot be deleted. If you do not cancel a transaction before the applicable cancellation deadline, we may process the transactions and shall not be liable to you or any third party for any harm suffered as a result.

External Transfers Within Online Banking you may separately setup the External Transfer service. This allows you to transfer funds between your linked personal deposit accounts at Manhattan Bank and other deposit accounts you are authorized on at other financial institutions. An inbound transfer moves funds into an account at Manhattan Bank. An outbound transfer moves funds from an account at Manhattan Bank. An outbound transfer moves funds from an account at Manhattan Bank to an account outside of Manhattan Bank. You will need to enroll each of your external bank accounts that you wish to use for this service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of

this service will be verified in accordance with Bank procedures. The verification process must be completed by you prior to using. You will have 30 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process. Funds requested to be transferred will be debited/credited to your Manhattan Bank account the business day following the day you initiate the transfer, provided you have met the bank's cutoff time for submitting external transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. Transfers may not send the same day depending on timing of the submission. Funds requested to be transferred will be debited/credited to the non-Manhattan Bank account according to the receiving bank's availability and transaction processing schedule. Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by the day prior to the scheduled transfer date. If the transfer status is 'In Process', 'Pending', or 'Processed', you cannot cancel the transfer. There currently are no fees for this Service. Fees are subject to change. Transfers are subject to the following limits unless otherwise agreed upon by you and Manhattan Bank: 1. Five inbound transfers per day not to exceed a total of \$5,000. 2. Five outbound transfers per day not to exceed a total of \$5,000. The above limits apply to the total of all External Transfers of a specific type for all accounts enrolled in the service. We may change your dollar limits and transfer limits at any time.

For questions, or if you need assistance with the enrollment process, please contact your local branch or email us at <u>service@manhattanbank.com</u>. You may also send us a secure message by starting a new online Conversation.

Mobile Deposit Services are designed to allow you to make deposits into certain Manhattan Bank accounts that are eligible to receive mobile check deposits ("Mobile Accounts") by converting checks into an image by taking pictures of checks and delivering the images and associated deposit information to Manhattan Bank or Manhattan Bank's designated processor via an application (the "App") installed on your supported mobile device. The App is considered part of the Service. Use of the Service requires a web-enabled mobile phone or device whose network allows secure SSL traffic and supports WAP browsers. The Mobile Deposit Service is made available to Manhattan Bank customers at the sole discretion of Manhattan Bank and may not be available to all Manhattan Bank customers. If you have signed up, and been approved for, Mobile Deposit Service, you will be allowed to deposit checks to Accounts with your mobile device. Some restrictions apply. See below for details.

New Services. From time to time, we may develop additional features that will become part of the Mobile Banking Service. As such features are developed, you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible hardware and software and meet any other eligibility requirements.

Eligibility and Registration. To use the Service, you must have an open account with Manhattan Bank, register for Online Banking, and have a compatible Mobile Device. Subject to Manhattan Bank approval.

Eligible Checks and Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include under the Service.

You authorize us to process any image that you send us or convert any image to an Image Replacement Document (IRD) for subsequent presentment and collection. It shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you, or to you and another party;
- b. Checks payable to any person or entity other than the person or entity that owns the account into which it is being deposited;

- c. Checks or items containing alteration to any of the fields on the front of the check or item (including MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- d. Checks or items previously converted to a substitute check, as defined in Reg CC;
- e. Checks or items drawn on a financial institution located outside of the United States;
- f. Checks or items that are remotely created checks, as defined in Reg CC, and checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
- g. Checks or items not payable in United States currency;
- h. Checks or items dated more than 6 months prior to the date of deposit;
- i. Checks or items on which a stop payment order has been issued or for which there are insufficient funds;
- j. Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Account;
- k. Checks with any endorsement on the back other than that specified in this Agreement;
- I. Official Checks including traveler's checks and cashier's checks;
- m. Insurance drafts;
- n. Credit card cash advance checks;
- o. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.

Nothing in this Agreement should be construed as requiring Manhattan Bank to accept any check or item for deposit, even if Manhattan Bank has accepted that type of check or item previously. Nor shall Manhattan Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

Image Quality. You are responsible for the image quality of any check that you transmit. The image of a check transmitted to Manhattan Bank using the Service must be legible. The image quality of the checks must comply with the standards established from time to time by any clearing house we use, agreement we have with respect to processing checks, or any higher standard set by us. You agree that we shall not be liable for any damages resulting from a check's poor image quality, including those related to rejection of or the delayed or improper clearing of such a check, or from any inaccurate information you supply regarding the check.

Endorsements and Procedures. Before transmission, you agree to endorse any check or item transmitted through the Service by signing or as otherwise instructed by Manhattan Bank. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we may request regarding a check or item deposited or attempted to be deposited through the Service. The endorsement must contain your signature, then include "Mobile Deposit Manhattan Bank". Optionally, you may include the last four digits of your account number.

Receipt of Checks and Items. We reserve the right to reject any check or item transmitted through the Service, at our discretion. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from Manhattan Bank that we have received the image. Receipt of confirmation does not guarantee that the transmission was error free, able to be processed, complete or that funds will be credited for that check or item.

Availability of Funds and Mobile Deposit Cutoff Time. In general, if an image of an item you transmit through the Service is received and accepted before our cutoff time for the Services, we consider that Business 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. **The cutoff time for Mobile Deposits is 5 PM MST**. We will make funds available for checks and items received, accepted, and successfully processed through the Service

according to our standard Funds Availability Policy. Additional detail with respect to our Funds Availability Policy is given at new account creation and posted at the teller line.

Disposal of Transmitted Checks and Items. Upon your receipt of confirmation from Manhattan Bank that we have received an image that you transmitted, you agree to retain the check for at least 90 days from the date of the image transmission. After 90 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 check is available, you agree to promptly provide it to Manhattan Bank upon request. Shredding is the best method of destroying the check.

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.

Deposit Limits. We reserve the right to impose limits on the account(s), amounts and/or number of deposits (over a period of time set by us) that you may transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, such deposit will be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Currently, the standard default limits are as follows:

- a. The per day maximum amount is \$2,500.
- b. The per month maximum amount is \$5,000.
- c. Exceptions may apply in pre-approved situations.
- d. Contact a bank representative to discuss a change in your limits.

Presentment. The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall in Manhattan Bank's sole discretion as set forth in the relevant deposit account agreement governing your Mobile Account.

Account Statement Examination. All deposits made through Manhattan Bank Mobile Deposit Service shall be deemed to be correct, unless you notify Manhattan Bank of any errors within 30 days after the applicable account statement is mailed or otherwise provided to you.

IRD Processing. Items may be transmitted for electronic processing by other banks or converted to IRDs (Image Replacement Documents) and transmitted to a printing facility for printing and clearing through traditional paper processing channels, at Manhattan Bank's sole discretion. The IRDs will be created in accordance with Check 21. Alternatively, Manhattan Bank may process items as photocopies in lieu of originals, under guidelines that are consistent with applicable industry standards. Items that fail to satisfy your warranties made to Manhattan Bank, that fail to meet the requirements of Manhattan Bank or Check 21, or that are otherwise not able to be processed may be charged back to your account, returned to you, or both. You agree to be bound by any laws, rules and regulations that are applicable to Manhattan Bank.

Use of Your Geolocation. When you are submitting an image for processing through the Services, we reserve the right to, at our discretion, use your Mobile Device's capabilities to obtain your geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your Mobile Device.

Warranties/Indemnity. You warrant to Manhattan Bank that:

- a. You will only transmit eligible items;
- b. You will not transmit duplicate items;
- c. You will not deposit, redeposit or represent the original check with Manhattan Bank or any other party;

- d. You will comply with this Agreement and all applicable rules, laws and regulations;
- e. You are not aware of any factor which may impair the collectability of the item;

You agree to indemnify and hold harmless Manhattan Bank from any loss for breach of this warranty provision or the terms of this Agreement.

Bill Payment service. You must be a customer of Manhattan Bank with a checking account and Online Banking in order to apply for the Bill Pay service. You may use Manhattan Bank's bill paying service, Bill Pay, to direct Manhattan Bank to make payments from your designated checking account(s) to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

Bill Pay Fees:

\$4.95/month

Fees will be deducted from your Manhattan Bank checking account at the end of the month.

Other fees apply for special Rush delivery options or Gift card and Donation payments. These fees will be deducted from your Manhattan Bank checking account on the process date of the item.

Available Funds: Funds must be available in the checking account at the time of the bill payment in order for it to process. If funds are not available, the system will try again at the next processing date cut off time. The system will attempt for 5 days to make a payment.

Payees & Payments:

- The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.
- You may make payments to anyone except for the U.S. Government through the Bill Pay service.
- You may pay any "Payee" with-in the United States (including U.S. territories and APO's/AEO's).
- Manhattan Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.
- The maximum payment to a person via email is \$1,000 and a daily limit of \$2,000 daily.

Payments must be scheduled to send at least 3 to 7 days in advance of the Payee's requested due date to arrive on time. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees." Manhattan Bank is not liable for slow delivery times of payments sent through the mail service.

The daily cutoff time is 11 AM Mountain time.

Single Payments: A single payment will be processed on the business day (generally Monday through Friday, except holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cutoff time on that date.

A single payment submitted after the cutoff time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments: When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrences of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Termination:

- Manhattan Bank has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to Manhattan Bank.
- Manhattan Bank is not responsible for any fixed payment made before Manhattan Bank has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by Manhattan Bank on your behalf.

Cancellation: A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Contact Information. In case of questions about the Service, please contact us using the following information. Our representatives are available to assist you from 8:00 AM to 5:00 PM, Monday through Friday, excluding Federal holidays. Note: email is not secure and you should not include account or confidential information.

Manhattan Bank

124 S Broadway Manhattan MT 59741 Phone: 406-284-3255 or 855-868-6792 E-mail: <u>Service@ManhattanBank.com</u>

By clicking the "I Agree" button or use of the Service you agree to all the terms, conditions, and notices contained or referenced in this Agreement.

Member FDIC

Rev. 2-22-2023