

Optus Bank Web Banking Service Agreement

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AGREEMENT

This Agreement for Optus Bank online banking is entered into between Optus Bank Bank (the "Bank", "us" or "we") and any customer of the Bank who subscribes to Optus Bank online banking. The customer is referred to in this Agreement as "you." The terms in this Agreement are in addition to the terms of any deposit accounts you have with the Bank and the terms of any credit agreements you have with the Bank.

USE OF ONLINE BANKING

This Agreement contains the terms of your subscription to online banking. You should read this Agreement provided by the Bank before you use online banking. If you use online banking, or permit another to use online banking on your behalf, you agree to the terms stated in this Agreement. The Bank may suspend or terminate your online banking privileges at any time.

ONLINE BANKING SERVICES

Optus Bank online banking allows you to make transfers, inquiries, and loan advances and payments on your Bank account through your personal computer. You will be able to change your Password online, as well as view statements.

FEES

There is no fee for the standard online banking service. Some features within online banking, such as Stop Payments and Check Ordering, can incur additional fees/charges.

COMPUTER REQUIREMENTS

You will need a computer, related equipment, and an Internet browser in order to use online banking. (In this agreement, your computer, the related equipment, and the Internet browser are referred together as your "computer.") You are responsible for the installation, maintenance, operation, and security of your computer, phone, or other Internet-capable device, and the Bank is not responsible for any computer virus or related problems that may be associated with the use of an online system, nor for the security or privacy practices of whatever Internet Service Provider (ISP) you use to connect to the Bank's servers.

STATEMENTS

You will receive monthly statements that reflect activity on your account, including online banking transactions. If you do not have electronic funds transfers, you may only receive quarterly statements. When you enroll in online banking, you will automatically receive statements online (e-Statements), but you may opt out of this and have paper statements sent to your mailing address. When you subscribe to e-Statements, you will also automatically receive other electronic documents

(e-Documents) through online banking, such as account notices. We will e-mail you each time a new statement or other electronic document is available in online banking. It is your responsibility to provide us with a current and valid e-mail address and to promptly inform us of any change in your e-mail address when you subscribe to e-Documents.

PASSWORD SECURITY

To protect the privacy of your account, we recommend that you periodically change your Password. We also recommend that you do not write it down near your computer or disclose it to anyone. You agree not to give your Password to anyone not authorized to use your accounts. If you authorize anyone to use your Password, that authority will continue until you specifically revoke it by changing the Password or notifying us in writing.

If your Password is lost or stolen or if you suspect fraudulent activity, or if there has been unauthorized electronic funds transfers, you must notify the Bank at once. Telephoning us is the best possible way to minimize losses. Call us at (803)733-8100. You can also notify us in writing at:

Optus Bank — 1241 Main St., Columbia, SC 29201

Written notification must follow your original phone call within 10 business days.

Our business days are Monday through Friday, except for holidays we observe. Select branches are open for business on Saturdays. Call for locations and hours.

If you tell us within two days after you learn of the loss or theft of your Password, your liability will be limited to \$50. If you do not tell us within 2 business days after you learn of the loss or theft of your Password and we can prove that your timely notification could have stopped someone from accessing your account without your permission, you could be liable for up to \$500.

If your statement shows withdrawals or transfers that you did not make, notify us at once. If you do not notify us within 60 days after the paper or electronic statement is sent to you and we could have stopped someone from taking funds from your account if you had told us in time, you may not get any money lost after the 60 days. If extenuating circumstances, such as a long trip or hospital stay, kept you from informing us, the time periods in this section may be extended.

GOVERNING LAW

This agreement is governed by and shall be construed in accordance with the laws of the state of South Carolina, except to the extent that federal law applies. It is also governed by the Bank bylaws and policies, which change from time to time.

TRANSACTION LIMITATIONS

Your ability to transfer funds between certain accounts is limited by federal law, as stated in your Optus Bank Account Agreement and Disclosure. You can make no more than six transfers from a savings or money market account during each calendar month; no more of three of these transfers can be made by check, ACH debit or point of sale. Transfers made using online banking are counted against the permissible number of transfers, as are the other methods listed in the Master Account Agreement and Disclosure.

Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the credit agreement.

The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

CHANGE IN TERMS

We reserve the right to make changes to this Agreement at any time. Unless the change has to be made immediately, we will inform you about any change that increases your expense or limits your use of electronic services in the Bank newsletter.

ERROR RESOLUTION PROCEDURES - FOR CONSUMER ONLY

In case of questions or errors about your electronic transactions, call us at (803)733-8100. You can also write to us at:

Optus Bank 1241 Main St. Columbia, SC 29201

We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. If you call us, we will require you to send the complaint or question in writing within 10 business days. The following information should be included in the written notification:

1. Your name and account number
2. A description of the error or the transfer you are unsure of with an explanation as to why you believe there was an error or why you need more information
3. The dollar amount of the suspected error
4. Your signature

We will tell you the results of our investigation within ten business days from your report. We will correct any error promptly. If more time is needed, we may take up to a maximum of 45 days to investigate the complaint or question and resolve it. If we decide to do so, we will recredit your account within 10 business days for the amount you think is in error, so you will have use of the funds during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three days after we finish the investigation. You may ask for copies of the documents we used in our investigation.

STOP PAYMENTS - ON LINE STOP PAYMENTS ON A CHECK

We will accept stop payments online for single, paper check items or a consecutive series of checks drawn on your checking account. This feature does not apply to electronic or ACH debits or paper check items drawn on loan accounts or made through Bill Pay. All other stop payment requests may be made by calling (803)733-8100 or visiting one of our branches.

You are responsible for determining if the check you wish to stop has been paid prior to the date of your stop payment order. If you place a stop payment order on a check after it has been paid, a stop payment fee may be assessed, and the check will remain paid. A stop payment request will not be effective if we have already paid the check or do not have the reasonable opportunity to act upon it. Stop payment requests may take a business day to process.

Stop payments expire six months from the date when the order is processed, unless the order has been canceled or removed prior to that date. We do not give notice of expiration dates.

We will not be liable for payment if incorrect or incomplete stop payment information has been provided (even if the information is a close approximation).

There is a per item fee for placing stop payments. Stop payment requests for a consecutive series of checks will be treated as 1 item. Refer to the Service Charge Schedule for the current fee.

TRANSACTIONS AVAILABLE

You may use online banking to obtain account balances and account information for certain accounts, view online account statements (e-Statements), set up balance and other account alerts, transfer funds between certain accounts, view and/or pay bills from your checking account, request check withdrawals, re-order checks, send secured electronic mail to the Bank, receive secured electronic mail from the Bank, and manage your personal online and/or mobile security settings.

You may use online banking, in most cases, to link deposit accounts in which you have an unrestricted right to withdraw funds and credit/loan accounts in which you have an unrestricted right to borrow money and buy items on credit. However, the Bank reserves the right to deny online banking account linkage and account transactions. When you use online banking to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging your linked credit card account at the Bank without your signature.

LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not properly complete transactions according to our agreement with you, we may be liable for your losses or damages; however there are some exceptions. We will not be liable:

1. if you do not have sufficient funds in an account to complete the transaction, or if the account had been closed or if the money in the account is subject to legal process or other claim,
2. if you do not have an adequate credit limit on a credit/loan account to complete the transaction,
3. if the system was not working properly and you knew about the breakdown before you began the transaction,
4. if you have not give us complete, current and correct instructions to complete the transaction,
5. if circumstances beyond our control, such as fire, flood, electrical failure, or malfunction of the central data processing facility prevented the completion of the transaction, or
6. if there are other exceptions established by the Bank.

ELECTRONIC FUNDS TRANSFERS

This is your Electronic Services Agreement and Disclosure. It includes necessary federal statements as required by the Electronic Funds Transfer Act (15 U.S.C. Section 1693 et seq) and Regulation E (12 CFR 205 et seq) and covers our PC Account Access System ("online banking").

This Agreement applies to any electronic funds transfer made to or from your account(s) by you or by any user who has access to your account with actual, apparent or implied authority for use of your Account. Electronic funds transfers to and from your account can be made through the use of online banking.

An electronic funds transfer is any transfer of funds other than by check or other paper instrument which is performed through the use of online banking. The use of your Password is subject to the following terms. You agree: (a) to abide by our rules and regulations as amended related to the use of your Password; (b) that we may follow all instructions given to us through online banking; (c) that each withdrawal by you or by any authorized user of your Password may be charged to your share

or checking account, as appropriate, and will be treated as though it were a share withdrawal except that we may charge withdrawals to your account in any order we determine.

We may, but are under no obligation to do so, process an Electronic Funds Transfer that exceeds the balance in your share and/or checking account. In the event that any such transfer occurs, you agree to immediately pay us the overdrawn amount plus any associated fees and charges.

ACCOUNT ACCESS VIA PERSONAL FINANCE MANAGER (PFM) SOFTWARE

Online banking and Bill Manager through PFM such as Quicken® is inclusive of the terms and conditions of the Electronic Funds Transfer disclosure including but not limited to transaction limits, transaction processing and system availability.

PRIVACY

We will disclose information to third parties about your account or transactions you make when it is necessary to complete transactions; in order to verify the existence or condition of your account for a credit reporting agency or merchant; in order to comply with government agencies or court orders; or if you give us written permission.

TERMINATION

You may terminate this Agreement or any service of this agreement at any time by giving us written notice. The Bank may also terminate this Agreement at any time.

MOBILE DEPOSIT

Terms of Agreement and Disclosure

TERMS OF AGREEMENT

Optus Bank's Mobile Deposit is available as an additional service to Customers in good standing who use Mobile Banking. Use of Mobile Deposit will constitute acceptance of these terms and conditions presented specifically for this service.

DEPOSIT OF FUNDS

As a customer, you may deposit up to your limit into a qualified deposit account during each online deposit session. An online deposit session occurs when you select the Mobile Deposit menu option in our Mobile Banking service, or multiple Mobile Deposit items, and post the total amount to your account. Each login that results in a posted online deposit is considered an online deposit session. You may complete more than one Mobile Deposit session as long as the total amount does not exceed your limit. The initial limit for most customers is set to \$250; most clients will be provided with a higher limit after enrollment based on their relationship with the bank and the funds on deposit with Optus Bank.

The total amount posted during each online deposit session will be credited to your selected account on the same date your online deposit entry is made. \$100.00 is immediately available and any remaining balance will be available in two business days.

In exchange for immediate availability of funds using Mobile Deposit, you agree:

1. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s) and endorsement(s) on the original check are legible, genuine and accurate.
3. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment or return of, or otherwise be charged for, the item (either the original item or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.
5. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information you provided in your Application remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
8. You have not knowingly failed to communicate any material information to us.
9. You have possession of each original check deposited using the Services and no party will submit the original check for payment.
10. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.
11. Only make check deposits from reputable and trustworthy sources and in accordance to the Unacceptable Deposits section of this Agreement.
12. Fully cooperate with Optus Bank in any investigation involving deposited items.
13. Checks must be retained by the customer for 90 days.

UNACCEPTABLE MOBILE DEPOSITS

You agree that the following items will not be considered an acceptable online deposit under the Mobile Deposit Agreement. Online deposits of the nature described below will result in the immediate reversal of the online deposit to your account and may result in the suspension of this service. An online deposit reversal means the amount of the item deposited online will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account. Unacceptable online deposits include the following:

1. Any item drawn on your Optus Bank account
2. Savings Bonds
3. Third Party Checks — checks payable to another person or entity and that person has endorsed the check over to you
4. Non-Negotiable Items - The online deposit of any item stamped with a "non-negotiable" watermark is PROHIBITED. Online deposits of this nature will result in the immediate revocation of Mobile Deposit and may subject the depositor to criminal prosecution.
5. Altered Checks - An altered check is any check that contains evidence of a change (correction fluid, crossed out amounts, etc.) to information on the face of the check.

Customers with altered checks MUST get a replacement check from the maker before Optus Bank will accept the online deposit.

6. Foreign Checks - A foreign check is any check that is issued to you by a financial institution in another country (Canada, France, etc.). Foreign checks may ONLY be deposited by mail or in person. Please remit all foreign checks to: 1545 Sumter St., Columbia, SC 29201
7. Incomplete Items - An incomplete item is any item that does not contain signatures of the maker, endorsement signatures, or is missing any of the information required during key-entry in an online deposit session.
8. Stale Dated Checks — Certain checks contain instructions such as: "Void 90 days after issue date" or "Must be cashed within six months of issue date." Customers with stale date checks MUST get a replacement check from the maker before Optus Bank will accept the deposit.
9. Previously Scanned Check- Any check that has been electronically deposited previously to Optus Bank or any other Financial Institution will be reversed from the customer's account as soon as Optus Bank is made aware of the duplication.

ADDITIONAL TERMS

You agree to immediately reimburse Optus Bank for any negative balance in your account caused by your use of Mobile Deposit. In the event legal action is required, you agree to pay Optus Bank for its reasonable attorney's fees and court costs. If your use of Mobile Deposit causes a negative balance in your account, you also agree to pay Optus Bank's overdraft fee.

Optus Bank will not be liable for negative balances on accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service or for any action by the customer or authorized user of the account that results in the reversal of a deposit on the account.

Optus Bank reserves the right to debit your account for any Mobile Deposit item that is subsequently deposited or cashed over-the-counter.

A written notice will be sent to you of transactions Optus Bank is unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to the Account, in the event such item is dishonored, you authorize Optus Bank to debit the amount of such item from the Account.

Optus Bank reserves the right to discontinue Mobile Deposit or to suspend account access at any time due to a change in business conditions or the failure of any customer to abide by the Online Banking Regulation E Disclosures and Terms of Agreement, the Mobile Deposit Agreement, or any other applicable Optus Bank Agreements and Disclosures.

You understand and agree that the Services may at times be temporarily unavailable due to Optus Bank's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches, through our ATMs or by mailing the original check to Optus Bank at 1545 Sumter St., Columbia, SC 29201. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by Optus Bank. Optus Bank will send an e-mail notification of items that are rejected.

Customer warranties and indemnification to the bank:

Mobile deposit user warrants that only eligible items will be transmitted, no duplicate items will be transmitted, and that the original item will not be presented for deposit. User indemnifies the bank from any loss due to breach of these warranty provisions

LIABILITY OF UNAUTHORIZED USE

CONTACT US IMMEDIATELY if you believe that unauthorized activity has been conducted through the Mobile Deposit program. Telephoning us at (803)-733-8100 is the best way of keeping damages to a minimum.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from conducting an unauthorized transaction if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods with appropriate documentation of proof.

How to Contact Us

In the event of error or question about any transactions, you may call us at (803)-733-8100 or email us at support@optus.bank.

Business Days/Hours

For purposes of this disclosure, our business days/hours are Monday through Friday, 9:00 AM to 5:00 PM Eastern time except for national holidays.

OPTUS BANK LIABILITY FOR THE MOBILE DEPOSIT SERVICE

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

1. If the online deposit amount is over the maximum online deposit availability;
2. If circumstances beyond our control (such as fire, flood, internet malfunctions) prevent the transaction.

Effective November 2018