



IMPORTANT UPDATES TO THE ONLINE BANKING AGREEMENT DATED JUNE 1, 2013

The following changes are made to the Online Banking Agreement ("Agreement"), dated June 1, 2013. The effective date of the change is October 15, 2013. Except as may be amended herein, all other terms and conditions of the Agreement remain in effect.

4. Definitions: The definition of "Linked Account" is replaced with the following: "Linked Account" means an external account registered with the Bank.

18. Limitation of Online Transfers: The last bullet "You may not transfer funds internationally" is replaced with the following: "Transactions can only be directed to U.S. held accounts."



DEMO BANK ONLINE BANKING AGREEMENT

Effective Date: June 1, 2013

PLEASE READ THIS AGREEMENT CAREFULLY PRIOR TO REGISTERING FOR THIS SERVICE.

1. General Terms: This Online Banking Agreement, as amended from time to time, (the "Agreement") governs your use of and access to Demo Bank's Online Banking Service (the "Service" or the "Online Banking Service"). The Online Banking Service permits our customers to have access to a number of banking functions through a personal computer and internet connection. If you have questions about the Agreement, you can speak with a customer service representative by calling 1-855-730-SAVE (7283) between 7:00 a.m. and 11:00 p.m. CT, Monday through Friday. By requesting and using the Service, you agree to the terms and conditions of this Agreement. The terms "our" or "we" or "us" or "Bank" refer to Demo Bank. "You" or "Your" refers to each account owner.

2. Accepting the Agreement: Each time you use the Online Banking Service, or you permit any other person to use the Service, you are agreeing to the terms and conditions that we have set out in this Agreement and in any other agreement applicable to your Eligible Account(s). Also, each time you use the Service or permit any other person to use the Service, you are acknowledging receipt and understanding of all disclosures included in or with this Agreement. In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Deposit Account Agreement, eSign Agreement, initial disclosures, other disclosures, and schedules (as the same may be modified from time to time). You are responsible for all costs, expenses and fees related to your access to the Service.

3. Relation to Other Agreements: Your use of the Online Banking Service may also be governed by separate agreements between you and the Bank. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately. If this Agreement conflicts with any other agreements, or any other agreements include terms not addressed in this Agreement, then, unless specifically stated otherwise in the other agreements, the other agreements will control to the extent necessary to resolve any conflict or inconsistency between this Agreement and the other agreements.

4. Definitions

"Account" means Online Savings Account, Traditional Certificate of Deposit ("CD"), and Rate Bump CD.

"Eligible Account" means an Account that is made available through the Online Banking Service.

"Joint Account" means an Account owned by two or more individuals.

"Joint Owner" means an individual that is an Owner of an Eligible Account with a Primary Owner.

"Linked Account" means an external account registered with the Bank through verified micro deposits.

"Owner" means each person who is a named owner of an Eligible Account as indicated in the records of the Bank.

"Primary Owner" means the individual who is either the sole Owner of an Eligible Account or listed first on the Eligible Account records of the Bank.

5. Service Hours: The Online Banking Service is available 24 hours a day, year-round except during regularly scheduled or other system maintenance and upgrades or when interrupted by circumstances beyond our control.

6. Termination or Suspension of Service: If you close your Eligible Account(s) with us, you will no longer have access to the Online Banking Service. We may suspend, terminate, or limit your use of the Online Banking Service, for any reason and without notice except as may be required by law. If we suspend, terminate or limit your use of the Service, any scheduled transactions you established through the Online Banking Service may



not be completed. Our suspension, termination, or access limitation to the Online Banking Service will not affect any obligations or liabilities you may have under this Agreement. If your Eligible Account is placed in an inactive or dormant status, we will suspend your access to the Online Banking Service.

7. Fees: There is no fee for accessing your Eligible Account(s) or for making transfers to or from your Eligible Account(s) through the Service; however, fees may be charged by your internet or data service provider.

8. Equipment and Access Requirements

(1) Enrollment

You must enroll in the Online Banking Service and accept the terms and conditions of this Agreement. To do so, you must have an authorized user name, password, safe keys, and the required equipment and software described below to access the Online Banking Service.

(2) Equipment and Software

You will need among other things, the following:

- Internet access;
- Windows (XP or Vista or higher) or MAC OS (Leopard or Snow Leopard or higher);
- A Web browser that supports SSL encryption, such as Mozilla Firefox 4.0 or higher, Microsoft Internet Explorer 8.0 or higher, Chrome 14 or higher, or Safari 4.0 or higher;
- Adobe Acrobat Reader 8.0 or higher;
- Access to a printer and/or other storage medium, such as a hard drive, for downloading information and/or printing this Agreement and/or statements for your record; and
- An email address.

You are solely responsible for obtaining and maintaining your own equipment and software. We are not responsible for any malfunctions or errors which are the result of your equipment or software. You agree, in accordance with the eSign agreement, that the equipment and access requirements have been satisfied to receive statements, emails, and alerts.

9. Using the Online Banking Service

You may use the Online Banking Service to:

- View Eligible Account balances and transaction history;
- Transfer funds between your Eligible Accounts with us;
- Change personal Eligible Account information;
- View Eligible Account statements;
- Establish Linked Accounts;
- Transfer funds between your Linked Accounts;
- Manage Eligible Account beneficiaries;
- Open and fund additional Accounts with us; and
- Send secure messages to us and receive secure messages from us.

10. Business Days: The Bank's "Business Days" are Monday through Friday excluding federal holidays. Transactions made through the Online Banking Service after 5:00 p.m. CT, during a Business Day, will be processed on the next Business Day.

11. Cancelling access to the Online Banking Service: You may cancel your access to the Online Banking Service at any time by calling a customer service representative at 1-855-730-SAVE (7283) between 7:00 a.m. and 11:00 p.m. CT, Monday through Friday.

12. Joint Accounts: We may act on the verbal, written, or electronic instructions of any Joint Owner. When enrolling in the Online Banking Service, the Primary Owner of a Joint Account will establish a username, password, and safe keys. Additional Joint Owners must enroll in the Online Banking Service separately in order to access their Eligible Account. By opening a Joint Account through the Online Banking Service, the Primary Owner represents that the other Joint Owners have consented to the Primary Owner's use of the Joint Account and represents that the Primary Owner is authorized to perform all acts in the opening of the Joint Account, on behalf of the Joint Owners, including consenting to the receipt of all electronic disclosures.

13. Protecting Your Accounts: You agree not to give or make available to any unauthorized individuals your password and username that enable access to your Accounts. If you give someone your username and/or password, you are authorizing that person to use the Online Banking Service, and you are responsible for all transactions the person performs using the Online Banking Service. All transactions performed by a person you give your username and/or password, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting for you initiates with fraudulent intent are also authorized transactions.

You are solely responsible for keeping your username, password and other online Account information secure and confidential. To protect the security and confidentiality of your password and username, we suggest the following:

- Do not give out to any other person your online Account information, password, username or other means to access your account(s);
- Do not leave your PC unattended while you are in the Online Banking Service;
- Never leave your online Account information, password, username, or other means to access your account within physical or viewing range of others;
- Do not transmit online account information, password, username, safe keys or other means to access your Account via any public or general email system; and
- Routinely scan your computer using a reliable virus detection and anti-spyware product.

14. Eligible Account Statements

(1) Electronic Account Statements

If you elect to receive electronic delivery of your Eligible Account statements, we will notify you at your email address of record when your monthly statement is electronically available in our Online Banking Service. Your statement will be available to you for a maximum of 11 months. If the Bank determines that an email message to you regarding the availability of your statement is undeliverable, we may, at our discretion, choose to mail your paper copies of your statements using the postal address of record for your account or try to contact you to determine your preferred method of receiving account statements.

(2) Paper Account Statements

If you do not elect to receive electronic delivery of your Eligible Account statements, we will deliver paper copies of the Eligible Account statements to the postal address of record for your account.

(3) Changing Your Statement Election

To change your Eligible Account statement election, go to the "Customer Services" menu and select the "Servicing Information" section or contact us by calling 1-855-730-7283. If you withdraw your consent for electronic statements, we will mail paper statement(s) to the postal address of record for your account and your request will become effective within two statement cycles from our receipt of your request.

15. Secure Email and Your Email Address: When you use the Online Banking Service, you may send secured messages to Customer Service. The content of these secured messages will be transmitted using technology designed to help protect your privacy. We are not responsible for any information sent by you through an email system other than secure email.

You agree to maintain or update the email address that you provide to us when you first register for the Service. We use your email address to communicate with you electronically, including sending important notices like your annual privacy notice and to deliver alerts and notifications you request. Email is not secure and you understand that there are risks associated with communicating via email, including the possibility of unauthorized access, failure to receive emails because they have been misdirected or sent to a spam folder, and your inability to access email due to power outages, hardware or software malfunctions or failures of your computer or mobile device, or matters affecting the Internet or your access to the Internet. Do not rely on email if you need to contact us immediately; for example, if you need to report an unauthorized transaction or need to stop payment on a check. For security reasons, we may not be able to respond to certain email requests.

16. Online Banking Alerts: From time to time, we may provide automatic Account alerts. Automatic Account alerts are sent to you following important account activities or when certain changes are made to your account; such as a change in your email or home address, telephone number, username, or password. You do not need to activate these alerts; they are automatically activated for you.

Automatic Account alerts are subject to the following:

- From time to time, we may add new automatic account alerts and cancel old alerts.
- Alerts will only be sent to the email address provided by the Primary Owner. If the email address changes, the Primary Owner is responsible for informing us of that change.
- You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will make reasonable efforts to provide alerts in a timely manner with accurate information; however, we do not guarantee the delivery or the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failures to deliver, or misdirected deliveries of any alert; or for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. Because alerts are not encrypted, the Bank will not include your password or full account number in an alert. However, alerts may include your name and some information about your account(s). Anyone with access to your email will be able to view the contents of these alerts.
- If the Primary Owner cancels the electronic delivery of account statements, delivery of automatic Account alerts will be cancelled.

17. Types of Available Electronic Transfers Online:

- You may transfer money from a deposit account with another financial institution to open your Account(s) with us.
- You may transfer money out of your Eligible Account(s) to a deposit account with another financial institution.
- You may transfer money between your Eligible Accounts with us.

18. Limitation of Online Transfers

- You may transfer funds between your Eligible Account(s) with us in any dollar amount.
- Transfers from your Eligible Accounts with us to a Linked Account are limited to \$125,000. per transaction.
- You may not transfer funds electronically to and from a deposit account at another financial institution unless the account is a Linked Account.
- You may not transfer funds internationally.

19. Important Information About Transfers from Savings Accounts: If you are transferring funds from a savings account or money market accounts, please remember that there may be no more than six transfers of funds from that account per monthly statement period. If you conduct more than six transfers, we will charge a fee for each transfer and if you conduct more than six transfers regularly, we may close your account. Check your Deposit Agreement for more information.

20. Your Liability: Tell us at once, if you believe that your password has been lost or stolen or that an electronic fund transfer has been made from your Eligible Account(s) without your permission. Contacting us by telephone is the best way to minimize your possible losses. If you tell us within two (2) Business Days after you believe that your password has been lost or stolen or that an electronic fund transfer has been made from your Eligible Account(s) without your permission, your liability will be no more than \$50.

If you do NOT tell us within two (2) Business Days after you discover that your password has been lost or stolen, or that an electronic fund transfer has been made from your Eligible Account(s) without your permission and we can prove that we could have stopped the electronic transfer, your liability may be as much as, but not more than \$500.

If your statement shows electronic transfers that you did not make, you need to notify the Bank at once. If you do not notify the Bank within 60 days after the statement was sent or made available to you, you may be liable for the full amount of the unauthorized transfers that occurred after the 60-day time period if the Bank establishes that the unauthorized transactions would not have occurred if you would have notified the Bank during this period. If extenuating circumstances (such as a long trip or a hospital stay) kept you from notifying the Bank, the Bank may extend the time periods.

21. Our Liability for Failure to Complete Transactions: If the Bank does not complete an electronic transfer to or from your Eligible Account on time or in the correct amount, the Bank could be liable for your actual and direct losses or damages. The Bank will only be liable for your actual and direct losses or damages. However, the Bank will not be liable:

- If, through no fault of the Bank, you do not have sufficient available funds in your Eligible Account to make the transaction;
- If you have met or exceeded applicable withdrawal limits during the monthly statement period for your Eligible Account;
- If you did not provide us with the correct information to make the transfer;
- There was an equipment or website malfunction of which you were aware before you sent us the instruction;
- If circumstances beyond the Bank's control (such as power failure, fire or flood) prevent the transaction from occurring, despite reasonable precautions the Bank has taken;
- If the funds in your account are subject to legal process or other encumbrance restricting a transfer of funds from your designated account;
- If the Bank has reason to believe that you or someone else is attempting to make a transfer for fraudulent or illegal purpose;
- If you or the Bank has terminated this Agreement; or
- If your account has been closed.

22. Errors and Questions: In the case of errors or questions about any of your transfers using the Online Banking Service, please contact us by telephone at 1-855-730-SAVE (7283) or write to the Bank, at P.O. Box 1984, Cranberry Township, PA 16066 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. The Bank must hear from you no later than sixty (60) days after the Bank sent or made available to you the first statement on which the problem or error appeared to limit your liability. You must:

- Give your name and Account number;
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and

- Give the dollar amount of the suspected error. If you tell the Bank orally, the Bank may require that you send your complaint or question to the Bank in writing within ten (10) Business Days.

The Bank will determine whether an error occurred within ten (10) Business Days after it hears from you and will correct any error within one Business Day after determining that an error occurred. If the Bank needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If the Bank needs additional time to investigate, the Bank will provide a provisional credit to your account within ten (10) Business Days for the amount you think is in error so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and it does not receive the written correspondence within ten (10) business days, the Bank may not credit your account.

For errors involving new Accounts, the Bank may take up to ninety (90) days to investigate your complaint or question. For new Accounts, the Bank may take up to twenty (20) Business Days to credit your Eligible Account for the amount you think is in error. The Bank will notify you of the results within three (3) Business Days after the Bank completes its investigation. If the Bank determines that there was no error, the Bank will send you a written explanation and may reverse any credit provided. You may ask for copies of the documents that the Bank used in its investigation.

23. No Unlawful or Prohibited Use: As a condition of using the Online Banking Service, you represent and warrant to us that you will not use the Online Banking Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

24. Our Liability for Service Interruptions: From time to time, due to the performance of maintenance, malfunctions or failures of software, equipment, or telecommunications devices, unusual transaction volume or similar reasons the Service may not be available for your use. We minimize the periods of time during which Services are unavailable. The Service may also be interrupted as a result of things beyond our reasonable control, such as Acts of God, computer failures, loss of power, failure or interruption of communication or transportation facilities, riots, strikes, or civil unrest. You agree that we shall not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of the unavailability of the services or the server, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access the server or the Service caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to the Internet, your Internet Service Provider ("ISP") or capacity or other limitations or constraints of the Internet. The Service is not intended for use by persons in any jurisdiction or country where such use would be contrary to applicable laws or regulations. We may restrict the Services during times you are in a country for which transactions using the Services would be prohibited.

25. LIMITATION OF OUR LIABILITY TO YOU: UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU FOR LOSSES OR DAMAGES THAT YOU INCUR FROM USING OUR SERVICES OR OUR SYSTEMS, INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES REGARDLESS OF THE FORESEEABILITY OF THE LOSSES OR DAMAGES OR WHETHER WE WERE ADVISED OF THE LIKELIHOOD OF LOSSES OR DAMAGES.

26. Confidentiality of Account Information: We will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers, (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us written permission. For additional information concerning our disclosure of information about your Account, please see the privacy notice.

27. Domicile; Governing Law: All Accounts are opened in Utah. All transactions and other matters concerning an Account shall be governed by federal and Utah law (to the extent that Utah law is not preempted by federal law). Federal and Utah law shall be applied without giving effect to principles of conflicts of law.



28. Choice of Forum: To the extent any dispute arising under this Agreement or relating in any way to your Account or your relationship with the Bank is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by, the Third Judicial District Court, Salt Lake City, State of Utah, or the United States District Court for the District of Utah.

29. Interpretation: If any part of this Agreement is determined to be invalid or unenforceable, such determination will not affect the remainder of this Agreement.