

## Business Digital Banking Agreement

### 1. Landmark Credit Union Business Digital Banking Agreement

This Agreement governs the use of your Landmark Credit Union (the “Credit Union” or “Landmark”) Business Digital Banking Services (the “Service” or “Digital Banking”). Use of the Service is expressly conditioned on your acceptance of this Agreement. By using the Services, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. If you decide not to agree to the terms and conditions discussed herein, you may not use the Service. Business Digital Banking allows you to access the following online services: banking, eBills, eStatements, external funds transfers and other banking services offered through Digital Banking. You agree you must have a Landmark account open and in good standing to use Digital Banking. You agree each person or entity that enrolls for Digital Banking and any person authorized to use Digital Banking agrees to the terms and conditions of this Agreement. You agree each person that enrolls for Digital Banking or that is authorized to use Digital Banking will be assigned a unique User ID and Password. Please read this Agreement carefully and retain a copy for your records. You may print this Agreement or download the Agreement to your computer. You may also request a copy of this Agreement and other agreements governing your accounts and Digital Banking Service with Landmark by calling us toll free at (262) 796-4500 or access it by visiting our website [www.Landmarkcu.com](http://www.Landmarkcu.com). The terms, conditions, and disclosures for each of your Landmark accounts and loans continue to apply, notwithstanding anything to the contrary in this Agreement. The headings used throughout this Agreement are for convenience only and shall not govern the interpretation of the provisions. In the event of a dispute regarding Digital Banking, you agree that it will be resolved by looking to the terms and conditions contained herein and. By clicking on the “ACCEPT” button you elect to enroll in this Service and you acknowledge you have read, understand and agree to the terms in this Agreement.

### 2. Governing Law Section

This Agreement is governed by the laws of the state of Wisconsin and applicable federal law. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable; additionally, all remaining provisions shall remain in full force and effect.

### 3. Definitions

As used in this Agreement, the words “you” and “your” refer to the person(s) or entity(ies) subscribing to or authorized to use Digital Banking. The words “we,” “us,” and “our” refer to Landmark. The term “business day” means Monday through Friday, and excludes Saturday, Sunday, and all banking holidays. The word “account” refers to all of your deposit and credit accounts to which you requested and obtained online access at Landmark. Our website is defined as [www.Landmarkcu.com](http://www.Landmarkcu.com) and subsequently hyperlinked pages owned and controlled by Landmark.

### 4. Deposit Account Rules

Any account, loan or other product accessed through Online or our Mobile App (as described herein) is also subject to the Account Agreements, loan agreements and Disclosures provided at the time of account opening. Electronic transactions are generally transmitted and posted quickly, however, check processing often takes additional time and your account balances, whether an available balance or account balance or the current loan balance, may not reflect the actual amount credited to your account if the deposit or payment is in the form of a check or for other reasons as detailed in our Account Agreement or in your loan agreement with us. Please contact us for any payoff amounts or information regarding Pending Transactions.

## 5. Warranty Disclaimer

The software related to Digital Banking is provided “as is” without warranty of any kind. The entire risk as to results and performance of the software related to Digital Banking is assumed by you. We do not warrant, guarantee, or make any representations regarding the use of, or the results of the use of, software related to Digital Banking in terms of correctness, accuracy, reliability, or otherwise. Neither we nor our suppliers make any representations or warranties of any kind regarding use of the software related to Digital Banking, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, unless disclaiming such warranties is prohibited by law.

## 6. Limitations of Liability and Disclaimer of Warranties

We will not be liable for failure to provide access or for interruptions in access to Digital Banking due to a system failure, other unforeseen acts or circumstances or a malfunction of your computer equipment or any system you use, including your browser, Internet Digital Banking provider or other software you use. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall we or our suppliers be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character, including, without limitation, damages for loss of goodwill, loss of use, data, profits, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. We are also not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your program, files, and hardware.

We strive to make all your funds transfers according to your instructions. We will, however, incur no liability if we are unable to complete any transfer initiated by you through Digital Banking because of the existence of any one or more of the following circumstances:

- The funds transfer would exceed the maximum permitted funds transfer amount or your available balance or your account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer.
- The funds transfer processing center is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
- Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.

- You have not properly followed the instructions for using Digital Banking or your operating system is not properly installed or mobile device is not functioning properly.
- Errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer or mobile device equipment you use with Digital Banking, including, without limitation, your inability to access Digital Banking or any part of Digital Banking.
- Failure to provide access or for interruptions in access to Digital Banking due to Digital Banking system failure.
- Your Digital Banking login has been reported lost or stolen.
- We have good reason to believe the transfer request is unauthorized.
- An account holder is deceased.
- Any other exception stated in any of our agreements with you.

Provided none of the foregoing exceptions are applicable, if Digital Banking causes an incorrect amount of funds to be removed from your account, Digital Banking shall be responsible for returning the improperly transferred funds to your account. If Digital Banking causes funds from your account to be directed to an incorrect payee, you agree to help us recover funds directed to the incorrect payee.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO DIGITAL BANKING.

Digital Banking makes use of a private network, intended for authorized users only. We have confidence in the security measures we employ, however, this is not an invitation for individuals to attempt unauthorized access. BY USING DIGITAL BANKING, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, LANDMARK CREDIT UNION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, OF DIGITAL BANKING, AND LANDMARK CREDIT UNION FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

## 7. Landmark's Right to Terminate

Landmark reserves the right to terminate this Agreement and your access to Digital Banking, in whole or in part, at any time, in our sole discretion without prior notice.

## 8. Your Right to Terminate

An Administrator can request for the Digital Banking Account to be closed; once completed, this will terminate the access of all Users of that Digital Banking Account. An Administrator may also request Landmark to have their access as an Administrator terminated. All other Users can have their Digital Banking access terminated by the Administrator at any time. To close the Digital Banking Account or terminate Administrator access, the Administrator must provide us with written request by mail, secure email through Digital Banking, or fax. An Administrator's access may only be terminated without closing the Digital Banking Account only if there is another eligible Administrator designated for the Account.

An Administrator's access to Digital Banking will be suspended within 3 business days of our receipt of instructions to terminate access. You will remain responsible for all outstanding fees and charges incurred in connection with Digital Banking.

If all accounts enrolled in Digital Banking are closed or your Business Digital Banking Account is terminated, your access to Digital Banking will terminate. You will no longer have access to any electronic requests or records made through Digital Banking, including but not limited to messages, account history, statements, or stop payment requests. If requested, we will make our best effort to provide you with copies of any information which would no longer be available to you, but do not guarantee our ability to provide all information.

## 9. Authorization to Obtain Information

You agree that we may, from time to time, obtain and review your credit report from authorized credit bureaus.

We are committed to maintaining the privacy of your personal and account information. All information gathered or obtained from you in connection with Digital Banking services will be managed under Landmark's Privacy Policy available on our website or by calling by calling us at (262) 796-4500. We may use monitoring processes, automated or otherwise, to detect any use of Digital Banking by any member which violates the terms of this Agreement or applicable law.

## 10. Amendments to Terms and Conditions

At any time, we may change the terms of this Agreement, it is your responsibility to routinely review this document on our website to ensure that you still agree with the then-current terms. As applicable, we will notify you of changes in the manner required by applicable law. If advance notice of the change is not required, and disclosure of said change does not jeopardize the security of an account or of Digital Banking, we may notify you of said change within 30 days of the change becoming effective. To the extent permitted by applicable law, if you have previously agreed to receive notices and disclosures electronically, we will forward such notices to you by e-mail or post such notices on our website or within Digital Banking and alert you by e-mail of the posting of such notice.

Your use of any or all features of Digital Banking after the effective date of the posted changes or receipt of the notice, as applicable, indicates your acceptance of the change in terms.

## 11. Requirements for Use

To use Digital Banking, you must have at least one Landmark account, access to a recommended Internet browser software as described in the section of this agreement named Computer Requirements, direct telephone number, and an e-mail address.

## 12. Password

Upon successful enrollment in Digital Banking, you will be provided with a Username ("Username") and password that will grant you access to Digital Banking ("Password"). You may be asked to change this Password the first time that you access Digital Banking. You are solely responsible for ensuring the confidentiality of your Password. We recommend that your Password not be easily associated with any personal information, such as your address, date of birth, or anniversary. Your Password should be memorized, and never written down. We also recommend that you change your Password regularly.

As a business member, you agree that use of a Password is a commercially reasonable method of providing security against unauthorized electronic transactions. It is the responsibility of your business to protect the confidentiality of your Password. Whether your business has requested a single Password or multiple Passwords, it is your business's responsibility to require that these Passwords be kept confidential and be used only by authorized persons.

You agree that we are authorized to act on any and all instructions received under your Password. You agree never to share your Username or Password with any third party. You are responsible for any and all transactions that occur or are initiated using your Username and Password. We are not responsible for unauthorized use of your Passwords.

We may require additional security or verification procedures to be completed before initiating or finalizing any transaction requested through Digital Banking. We may choose not to honor or accept any request initiated through Digital Banking, even when the Username and Password are successfully entered into Digital Banking.

Should you enter your Password incorrectly on three (3) consecutive attempts, you may be blocked from accessing Digital Banking. If this should happen, please contact your Administrator or follow the screen prompts or call us at (262) 796-4500.

## 13. Hours of Access

You may access your accounts through Digital Banking seven (7) days a week, 24 hours a day. However, at certain times, some or all features of Digital Banking may not be available due to system maintenance. We will post notice of any extended periods of non-availability on our website. Cut-off times may apply to some of the Services as outlined in applicable agreements for those services.

## 14. Fees and Charges

By using Digital Banking, you agree to pay the associated fees and charges, as applicable, as set forth in the most current Fee Schedule in the Business Deposit & Lending Solutions brochure and

Schedule A of the Business Cash Management Agreement, as applicable. Applicable fees, if any, will be charged to your payment account. If the payment account has insufficient funds to cover fees, then we may deduct the fees from any other account linked to Digital Banking. If the fee cannot be paid, we may cancel your Digital Banking.

Applicable fees include normal account fees and service charges and may include non-sufficient funds fees or specific fees for transactions initiated through Digital Banking. Use of the Service may also result in charges from third parties for telephone or internet provider services. Landmark is not responsible for providing telephone, internet or other access, and is not responsible for any and all charges incurred in obtaining those services.

## 15. Accessible Accounts

Digital Banking may be used to provide services related to the following types of accounts:

- Business Savings accounts
- Business Checking accounts
- Business Money Market accounts
- Business Certificates of Deposit
- Business Loan accounts

Not every service described in this agreement or available in Digital Banking is available for all types of accounts, or for every member. If you own or have access to more than one account, access to Digital Banking must be requested in writing or through online registration form for each account individually.

## 16. Permissible Transactions

In most cases, you may use Digital Banking to view and/or transact on deposit accounts in which you have an unrestricted right to withdraw funds, and credit accounts from which you have an unrestricted right to borrow money. When you use Digital Banking to transfer funds from your credit account, you agree that Landmark may take any action required to obtain cash advances on your behalf without obtaining your signature. Landmark reserves the right to, in its sole discretion, deny Landmark account transactions.

You may use Digital Banking to complete the following:

- Obtain transaction information and account balance histories
- View online statements, certain check images
- Download certain account transactions to your computer
- Transfer money between certain accounts owned by a common entity that are held at Landmark and are enrolled in Digital Banking in connection with the same Username



- Send money from your account to an account held at Landmark by another person, without common ownership
- Make regular payments to your Landmark line or loan
- Place stop payments on checks before they have been cashed
- Contact us via a secure Message
- Originate ACH credits or debits
- Schedule wire transfers
- Setup recurring Transfers

These features are limited to the extent, subject to the terms noted herein and in any additional agreements that apply to you. Not every service will be available to every member. For certain loan products, you will only be able to view specific information and will not be able to engage in online transactions. Service availability and any restrictions that might be applied to that service can be applied to any member group or individual as we see fit. For certain of your accounts, you may be able to hyperlink from the Digital Banking Site to another site relating to such accounts, where you may be able to access features, information, transactions or other services pertaining to those accounts that you cannot access directly on the Digital Banking Site (and thus not deemed a part of the Services). We will make our best effort to provide notice of change or restrictions to any service accessing via Digital Banking, but we are not required to provide notice except where governed by applicable law.

Landmark may, from time to time, introduce new features to Digital Banking. We may, but are not required to, notify you of the existence and availability of such new features. By using these features when they become available, you agree to be bound by the terms of the Agreement governing such features.

## 17. Mobile App Requirements/Limitations; Fees; Availability

To utilize the Mobile App, you must be enrolled in Digital Banking. The Mobile App is offered as a convenience and supplemental service to our Digital Banking services. It is not intended to replace access to Digital Banking from your personal computer or other methods you use for managing your accounts and services with us. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through the Mobile App. We also reserve the right to modify the scope of the services at any time.

You agree that, when you use the Mobile App, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile App (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile App), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and

services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

The Mobile App may not be accessible or may have limited utility over some network carriers. In addition, not all mobile devices may support the Mobile App. We make no representation that any content or use of Mobile App is available in locations outside of the United States. Accessing Mobile App from locations outside of the United States is at your own risk.

- Available Mobile App Functions
- View account information
- Pay your bills through our Bill Payment service
- Transfer Funds
- View check images

## 18. Transaction Limits

Transactions initiated through Digital Banking may be limited in number or dollar amount. Landmark reserves the right to limit the amount or number of any type of transaction for any member at any time.

We may limit the amount and or the number of transactions for any specific member group or entity and not others as we see fit. Additional information regarding limitations on the amount of transfers can be found in the “Account Agreement and Disclosures” provided to you at account opening. Any transaction limitation that is disclosed in these documents, in other areas, or is part of the account schedule of fees or conditions may be applied to any and all transactions initiated in Digital Banking. We may choose to amend, change, or abolish limits of either kind at any time. We will make our best effort to disclosure such changes ahead of time, but are not bound to do so except where governed by applicable law.

All transactions are subject, in addition to any limitations on dollar amount or amount, to internal review by Landmark, including but not limited to factors such as the sending account, receiving account, the amount of the specific transaction, the aggregate amounts of other transactions processed or ordered by the member, fraud screening, and other factors that Landmark deems applicable. If we determine that there are risks associated with the transaction, we may delay or cancel the transaction. We may request additional information regarding the transaction before it is finalized or any funds are released.

For all Savings accounts and Money Market accounts you will be permitted, in accordance your Account Agreement, to make no more than six (6) preauthorized transfers from your account to third parties each month. For purposes of this limitation, all transfers made using Digital Banking are counted against the permissible number of transfers, as are other transfer methods described in the Account Agreement and Disclosures. For this reason, it is our recommendation that you do not use your Savings account or Money Market accounts as a primary account for bill payment, transfers, or other payment orders.



You agree to initiate or schedule all transfers or payment services only when there is or will be a sufficient balance in the account for that transfer or payment. The completion of any transfer or payment order is subject to the availability of sufficient funds, in the available balance of your account at the time the transaction is posted. We may cancel or delay any transaction when the funding account does not have sufficient available funds at time of posting. We may also choose to complete the transaction and overdrawn the account. In either case, the account can be charged a Non-Sufficient Funds fee of an Overdraft Fee as outlined in the Fee Schedule in the Business Deposit & Lending Solutions brochure and your Account Agreement and Disclosures. Additional information about insufficient funds and overdrafts is provided in the Account Agreement and Disclosures. We are not required to provide notification to you in any form that the transfer or payment order was not honored, and it is your responsibility to make other arrangements to facilitate the processing of the transaction or payment by other means, which may include rescheduling or reinitiating the transaction in Digital Banking.

## 19. Transactions; Cancellation

Landmark will make reasonable efforts to see that transactions initiated through Digital Banking occur as detailed in this Agreement and in the Business Cash Management Agreement, where applicable.

If the status of any transfer or transaction in Digital Banking is Processed or In Process, the transaction cannot be cancelled via Digital Banking or by request to Landmark. It is your responsibility to arrange with the recipient or external institution for the re-credit or re-deposit of any funds moved at your request through Digital Banking outside of the timeframes noted above.

## 20. Stop-Payment Requests

You may initiate stop-payment requests within the Digital Banking service. These stop-payments will be in effect immediately after submission via that service and a fee, if such fee is applicable, will be assessed to the account within one business day. The stop payment may not be effective if the item on which the stop is requested is already in process or has been paid, regardless of whether the item appears in the transaction list or other detail with Digital Banking.

To be effective, your stop-payment request must provide your account number, the name of the payee, the check number, the amount of the check, and the date of the check.

You may also initiate stop-payment requests by calling us at (262) 796-4500. Such stop-payments may only be initiated for paper checks you have written on your accounts (not bill pay payments or electronic payments).

If you make a stop-payment request using the telephone option, we will also require you to put your request in written form and to submit this form to us. This written request must be forwarded to us within 14 days of the date of your online or telephone request. When we receive your written request the stop payment will be in effect for a period of 6 months. If we do not receive your written request within 14 days, the stop payment will no longer be in effect. You will incur stop-payment charges as disclosed in the most current version of the Fee Schedule in the "Business Deposit & Lending Solutions" brochure.

## 21. Confidentiality

You understand and agree that we may disclose information about your accounts and transfers to others. The circumstances under which we may disclose such information are described in our previously disclosed and available in our “Account Agreement and Disclosures”.

## 22. Periodic Statements

All of the payments and transfers made through Digital Banking will appear on your monthly account statement(s).

## 23. Alerts

Landmark offers opt-in alerts. Digital Banking users have the ability to subscribe to Alerts that deliver information about their accounts via email. Each user of Digital Banking is required to subscribe to the Alerts service and designate which Alerts to receive. Joint account owners must subscribe to Alerts separately, and may choose any selection of Alerts to receive, separate and distinct from those selected by any other account owner. Landmark may also send security Alerts as part of the Digital Banking service. You accept that these security Alerts are not optional.

Alerts will be delivered by email to the primary email address listed for each subscribed user in Digital Banking. By subscribing, you understand and agree that alerts will be delivered to you by this channel. You also agree that the delivery of alerts may be delayed or prevented by a variety of factors. Landmark will make our best effort to deliver alerts in a timely manner and with information accurate as of the time the alert is generated. We do not guarantee the delivery or the accuracy of the information contained in any alert. We are not responsible for any action taken or not taken by an account holder or third party on the basis of information contained in an alert.

The email channel used to deliver Alerts is not secure, and Landmark will not include any full, sensitive information such as account number or Password. Limited account information such as balance or amount of a transfer can be included. By subscribing to the Alerts feature, you understand and agree that anyone with access to the designated email account will be able to access and read this information. Landmark is not responsible for the security of any information provided in the reply to an alert, as that channel is not a secure method of communication with us.

It is your responsibility to provide Landmark with an accurate email address for Alerts delivery. Landmark will not be liable or responsible for any information which is delivered to an email address which is not accessible by you, or is accessible by someone other than yourself until we have been provided the accurate email address via the Digital Banking Alerts section, and have had a reasonable time in which to make the change.

## 24. Address Changes

You are responsible for notifying Landmark immediately of any change to your physical, mailing, or email address. Address changes may be initiated via secure message within Business Digital Banking.

Landmark may immediately apply the change of address to the account specified. However, we may also require additional confirmation from an account holder or holders at our discretion prior to effecting the change on the account.

Landmark is not responsible for the loss or delay in delivery of any information or notification if it results from a change of address order entered under the account holder's Username and Password.

## 25. Liability for Transactions

We have no liability to business members for the failure to process transactions for any reason.

If you are a business member and you have reason to believe that your Password or any other security code has been lost or stolen, or that an unauthorized person has used or attempted to use Digital Banking without your permission, you must notify us within 24 hours. As a business member, you are fully responsible for any online transactions (including, without limitation, any advances under the overdraft protection feature of your account, if any). You agree to reimburse us immediately for any loss, claim or damage which we sustain as a result of either authorized or unauthorized use of Digital Banking. We shall have no liability for any loss, claim or damage which you sustain as a result of the use of Digital Banking. This is true even if the use of Digital Banking is unauthorized and even if you notified us of the unauthorized use within 24 hours. Once we have been notified of a loss, theft or unauthorized use of a Password and we have had a reasonable opportunity to act on that notice, however, you will not be responsible for further transactions initiated with that Password unless we can prove that you could have avoided the unauthorized access.

Other existing agreements and contracts you may have with us cover certain features and functionality available through Digital Banking. For example, the terms and conditions of any "Wire Transfer Agreement" and "Automated Clearing House Agreement" remain in-force and prevail in instances where those Agreements and this Agreement conflict.

You agree that the security procedures we have established for the use of Digital Banking are commercially reasonable.

## 26. Business Digital Banking Administrator

Landmark may allow the designation by any duly authorized account representative of a business as an Digital Banking Administrator. Landmark shall rely on the designations made by your Administrator(s) and shall not be responsible for matching the names of the Administrator(s) or the Authorized Users designated by the Administrator(s) to names or titles listed in Member's banking resolutions. This Administrator must be a signer on the account itself. The Administrator will be granted all rights and privileges associated with Digital Banking use, however those may be limited at Landmark's discretion. Once established, any transaction or other order received under the Username and Password of that Administrator will be considered authorized and may

be acted upon by Landmark. It is the responsibility of the account owner(s) to monitor any and all actions of the Administrator. It is also the responsibility of the account owner(s) to notify Landmark immediately if the designated Administrator is no longer authorized by the account holders to transact business within Digital Banking. Landmark assumes no liability or fault for transactions or payments authorized under an Administrator's Username and Password unless we have been notified and have had a reasonable time to act in removing or restricting the access of that Administrator.

The Administrator may have the authority to establish sub-user Usernames and Passwords for other members of the business as he/she sees fit. The Administrator may assign rights and privileges of each sub-user up to and including all rights and privileges that are accessible by the Administrator. Landmark assumes and has no liability or responsibility in monitoring the authorization of those sub-users, and we may act on any transaction or order entered into Digital Banking by any of those sub-users, within the rights and privileges assigned to them by the Administrator.

You will require each Administrator and each sub-user to review and comply with all provisions of this Agreement and all other applicable agreements. You acknowledge and agree that you are fully responsible for the failure of any Administrator or any sub-user to so comply. You are responsible for any payment, transfer and other use of the Digital Banking Services and any charges incurred by any Administrator and any sub-user, even if such Administrator or sub-user exceeds his/her authorization as established by you.

If any user of Digital Business Banking ("Authorized User") authorizes other persons/entities to use the sub Username and Password in any manner, said authorization will be considered unlimited in amount and manner until Landmark receives your notice of unauthorized use in writing, you have revoked the authorization and changed, or caused Landmark to change, the subject Authorized User's Username and/or Password. Landmark will not be liable for and will not reimburse you for any losses that may occur as a result of this authorized use of an Authorized User's Username and/or Password.

## 27. Security Procedures

Member accepts as its sole responsibility the use, protection and maintenance of confidentiality of, and access to, the Username and Password issued to it and any Authorized Users. You agree to take reasonable precautions to safeguard this information and keep it confidential or reveal it to any unauthorized person. You further agree to notify us immediately if you believe that the confidentiality of the Username and/or Password has been compromised in any manner.

You authorize Landmark to rely on the Username and Password to identify you when you accesses or use any of the Service and as signature authorization for any payment, transfer or other use of the Digital Banking Service. You acknowledge and agree that Landmark is authorized to act on any and all communications or instructions received using the Username and Password, regardless of whether the communications or instructions are authorized. Landmark owns the Usernames and Passwords, and you may not transfer them to any other person or entity.

You acknowledge and agree that the Username and Password and other Security Procedures applicable to your use of the Digital Banking Service and set forth in this Agreement are a commercially reasonable method for the purpose of verifying whether any payment, transfer or other use of the Digital Banking Service was initiated by you. You also agree that any election you may make to change or waive any Security Procedures recommended by Landmark is at your risk and that any loss resulting in whole or in part from such change or waiver will be your responsibility. You further acknowledge and agree that the Username and Password are not intended and that it is commercially reasonable that the Username and Password are used to detect any errors relating to or arising out of a payment, transfer or any other use of the Digital Banking Service.

If you have reason to believe that any Username and/or Password have been lost, stolen or used (or may be used) or that a payment or other use of the Digital Banking Service has been or may be made with any Username and Password without your permission, you must contact its Administrator. The Administrator must instruct Landmark to de-activate, and has the sole responsibility for instructing Landmark to de-activate, any such Username and/or Password. In no event will Landmark be liable for any unauthorized transaction(s) that occurs with any Username and/or Password.

## 28. Third Party Links

When you leave Landmark's website and enter an external website that is not hosted by Landmark you will no longer be subject to, or under the protection of, the privacy and security policies of Landmark's website. Landmark is not liable for information, content or transactions, nor does it guarantee the services provided at other sites. This service is provided by one of our reliable partners, however, we encourage you to read and evaluate the privacy and security policies on the site you are entering, which may be different from those of Landmark.

Landmark has no responsibility for any external website, nor makes any warranty, expressed or implied.

## 29. Technology Requirements

To access Digital Banking Member will need to provide, at Member's own expense, a computer or similar Internet-enabled device, software and Internet or other connections and equipment as needed to access the Services and as described during the enrollment process (collectively, the "Technology"). Member is responsible for the installation, maintenance and operation of the Technology.

Business Digital Banking pages are supported by most modern browsers. To ensure the best possible experience, you should use the most up to date versions of the browsers listed below. Your browser will need both JavaScript and cookies enabled to access and operate within the site.

- Microsoft Edge
- Mozilla Firefox
- Google Chrome

- Apple Safari

We may change these requirements from time to time. You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer by downloading information, software, or other materials from the Digital Banking site or any other Landmark site. Landmark is not responsible for any errors or failures caused by any malfunction of the Technology.

Landmark recommends that Member conducts routine virus protection scans. Member is responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Services. From time to time, Landmark may require that Member upgrade or install software to ensure the proper operation of the Services. Member agrees to promptly load any such upgrades or additional installations upon Landmark's notice to Member.

### 30. Security

You agree not to disclose any proprietary information regarding the Digital Banking Service to any third party (except to the Administrator(s) and Authorized User(s)). You also agree to comply with any operating, security and recognition procedures Landmark may establish from time to time with respect to the Digital Banking Service. We may deny access to the Digital Banking Service if you fail to comply with any of these procedures. You acknowledge that there can be no guarantee of secure transmissions over the Internet.

You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. Landmark is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any Services. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Landmark is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Landmark is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an Internet connection.

You agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). You agree to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Landmark will never contact you by e-mail to ask for or to verify Account numbers, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that neither you nor any User(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You agree



that Landmark is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or Internet fraud.

In the event of a breach of the Security Procedure, you agree to assist Landmark in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Landmark or Landmark's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Landmark any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Landmark shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Landmark.

Effective October, 2022