

**COUNTRY CLUB BANK**  
**DIGITAL BANKING TERMS AND CONDITIONS**

These Digital Banking Terms and Conditions is the agreement that governs your use of Country Club Bank's ("CCB") Digital Banking services as offered from time to time, including Personal Online Banking services available from our website [www.countryclubbank.com](http://www.countryclubbank.com) ("Online Banking") and services available from our mobile application ("Mobile Banking") (collectively, the "Digital Banking Service(s)," "Digital Services," or "Services"). Your use of any Digital Banking Service constitutes your acceptance of these Digital Banking T&Cs, including all related Addenda as applicable, as they may be amended from time to time. Those Digital Banking Services may include, but are not limited to, internal and external bank transfers, electronic statements, bill payment service ("Bill Payment"), person-to-person payments, as well as other services as made available from time to time through Online or Mobile Banking. These Digital Banking Terms and Conditions, together with all Addendums hereto, are collectively referred to as the "Digital Banking T&Cs" or the "Agreement." Other agreements you have entered into or otherwise agreed to with CCB, including the agreements, terms and disclosures governing your CCB accounts, are incorporated herein by reference and made a part of these Digital Banking T&Cs.

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**DIGITAL BANKING GENERAL TERMS**

- I. **Definitions** - In these Digital Banking T&Cs, and unless otherwise stated herein or in an Addendum hereto, the following definitions apply: "you" and "your" mean a customer of Country Club Bank who enrolls for Online Banking and/or Mobile Banking and any others you permit to use the Service; "we", "us", "our" or "Bank" means Country Club Bank; "Deposit Account" means a deposit account you maintain with us; "Credit Account" means a loan, credit line, credit card account or other credit account you have with us; "Bank Account" means your Deposit Account(s) and Credit Account(s); "Account Terms and Conditions" refers to the Deposit Account agreement, signature card and disclosures governing a Deposit Account; "Business Day" means Monday through Friday, except Federal holidays; "Credit Terms and Conditions" refer to any credit agreements and related documents and disclosures governing any Credit Account.
- II. **Acceptance of these Terms and Amendments.** Your use of the Services constitutes your acceptance of these Digital Banking T&Cs. We will notify you of any material change as required by applicable law. You agree that we may notify you of changes to the Digital Banking T&Cs, or of other matters pertaining thereto, through a communication or message posted in the Online or Mobile Banking Service, or as otherwise determined by us in our sole discretion. Your continued use of the Services will indicate your acceptance of the revised Digital Banking T&Cs. Further, CCB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services or update the applications, services, required browser or software or other material relating to the Service, and reserve the right to terminate providing the Service pursuant to the prior versions.
- III. **Account Information.** The account information that you access via the Service will generally be current as of the Business Day you obtain the information, unless another time is specified. Information is available for your Deposit Accounts for a period of time as determined by Bank from time to time. We strive to provide complete, accurate and timely account information through the Service. However, unless otherwise specifically required by these Digital Banking T&Cs or by applicable law, we will not be liable to you if any such information is unavailable, delayed or inaccurate.
- IV. **Enrollment** – The Service is intended for use by consumer customers of the Bank, and not for business customers. When you enroll in the Service, you will be required to create a unique User ID and Password. Each

time you access the Service you will be required to enter your User ID and Password. In addition, the Service utilizes additional security authentication functions which we may change from time to time.

Your User ID and Password are for your use only. You are responsible for maintaining the confidentiality of your User ID and Password and you agree to immediately report any compromise or loss of your User ID or Password to us. If you provide your User ID and/or Password to any other person, you are authorizing that person to use the Service and engage in transactions on your account and you will be responsible for those transactions. For security purposes, we recommend that you change your Password periodically.

- V. **Customer's Responsibilities** - You are responsible for all transfers that you authorize through the Service. You are also responsible for all transactions completed by persons to whom you have given your User ID and/or Password or for those who use your User ID and/or Password with your knowledge. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for you to access and use the Service. This responsibility includes, without limitation, your utilizing updated web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to, those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using the Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems, and that you are satisfied with that assessment. Your use of the Service will be in compliance with all applicable laws, rules and regulations. You shall not use Service in any way that would infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
- VI. **Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.
- VII. **Interruptions in Availability of Services.** When using the Services, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties you experience when attempting to use the Services or any resulting damages that you may incur.
- VIII. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make (i) where it is necessary or helpful 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, (iv) if you give us your written permission; or (v) to otherwise conduct our business as otherwise permitted by applicable law.
- IX. **Ownership & License.** You agree that CCB or other third parties retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CCB's business interest, or (iii) to CCB's actual or potential economic disadvantage in any aspect. You may use the Services only for use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
- X. **DISCLAIMER OF WARRANTIES.** NEITHER CCB NOR ITS THIRD-PARTY SERVICE PROVIDERS WARRANT THAT THE SERVICES WILL (A) MEET YOUR REQUIREMENTS, (B) OPERATE WITHOUT INTERRUPTION, OR (C) WILL BE TIMELY, SECURE, ARE FREE FROM DEFECTS OR VIRUSES, OR WILL BE ERROR-FREE. FURTHERMORE, NEITHER CCB NOR ITS THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY THE UNAVAILABILITY OR IMPROPER FUNCTIONING OF ANY SERVICE, OR FOR ANY ACTIONS YOU TAKE IN RELIANCE ON A SERVICE, INCLUDING WITHOUT LIMITATION, SERVICE INTERRUPTION, INACCURACIES, LOSS OF DATA OR DELAYS. 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. CCB AND ITS THIRD-PARTY SERVICE PROVIDERS 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 (X) THE SERVICES WILL BE TIMELY OR SECURE, (Y) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (Z) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOUR USE OF THE SERVICE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CCB OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

- XI. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED IN THESE DIGITAL BANKING T&CS OR AS REQUIRED BY APPLICABLE LAW, YOU AGREE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THAT NEITHER CCB NOR ITS THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR OF AN INSTRUMENT OR ANY CLAIM ARISING OUT OF THE USE OF THE SERVICE ON YOUR COMPUTER OR OTHER ELECTRONIC DEVICE, 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 (A) THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, (B) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (C) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (E) STATEMENTS OR CONDUCT OF ANY OTHER USERS OF THE SERVICES, (F) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON- PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (G) ANY OTHER MATTER RELATING TO THE SERVICES REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CCB OR ITS THIRD PARTY SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.
- XII. **Severability.** In the event any term of the Digital Banking T&Cs is found by any court to be void or otherwise unenforceable, then such court shall either reform said term or part thereof so that it shall be enforceable to the fullest extent permitted under applicable law or construe the Digital Banking T&Cs in all respects as though such term were absent upon the date of its execution and the remaining provisions of the Digital Banking T&Cs shall remain operative and in full force and effect and shall in no way be affected.
- XIII. **Other Agreements.** Each of your Deposit Accounts is also governed by the Account Terms and Conditions as they may be amended from time to time. Each of your Credit Accounts is also governed by the Credit Terms and Conditions as they may be amended from time to time. The Account Terms and Conditions, Credit Terms and Conditions and any related disclosures, rules, regulations, schedules, or authority executed by or made available to you are in addition to these Digital Banking T&Cs.
- XIV. **Notices and Contacting You.** You agree that by providing telephone number(s), email addresses, and other contact information to CCB now or at any later time, you authorized CCB to contact you using such information regarding any of your CCB accounts. You also consent to CCB monitoring or recording any phone call with you, using third parties to contact you by phone, email, other electronic communication or by fax to the same extent as though CCB were making those contacts itself, and using any means to call you at any telephone number(s) provided, including by (A) placing calls using an automated dialing system to a cell, VoIP or other wireless phone numbers, and (B) sending prerecorded messages or text messages to those numbers, even if you may be charged for the calls or text messages. Furthermore, you agree that by using the Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Service may be sent to you by any or all of the following sources, at our option:
- Through electronic notice given to any electronic mail address or telephone number you provide to us;
  - The current address we have on file for you; or
- XV. In any other manner permitted by law including, but not limited to, posting it on our website or within Online Banking.
- XVI. **Contacting Us Regarding the Service.** Because Internet e-mail transmissions may not be secure, you agree to contact us through the Service after you have logged in, or via telephone or mail rather than via Internet e-mail for inquiries relating to the Service or your Bank Accounts. To contact us via telephone, call 816-931-4060, and via mail, write to us at PO Box 410889, Kansas City, Mo. 64141 ATTN: Customer Service.
- XVII. **Termination. Survivability.** We may terminate or suspend providing the Service to you at any time, with or

without notice. You may only terminate these Digital Banking T&Cs by ceasing use of all Services. If we terminate your access to the Service, we reserve the right to immediately stop making transfers or payments to or from your Bank Account(s), including those you previously authorized. Sections X, XI, and XVII of the Digital Banking General Terms; Section IV of the Online Banking Terms; Section XI.M.10 of the Mobile Banking Terms; Sections 10, 15, 21, 22 and 23 of the Zelle Network Service Terms; and Sections X and XI of the Personal Finance Service Terms, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of these Digital Banking T&Cs, will survive such expiration or termination of this these Digital Banking T&Cs.

- XVIII. **Applicable Law. Other Terms.** These Digital Banking T&Cs and the Services shall be governed by and interpreted in accordance with the laws of the State of Missouri when not otherwise superseded by federal law. Any action with respect to, arising out of or relating to the Digital Banking T&Cs shall be brought exclusively in state courts sitting in Jackson County, Missouri or the U.S. District Court for the Western District of Missouri. BOTH PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AS WELL AS A RIGHT TO PARTICIPATE IN A REPRESENTATIVE CLASS. You may not assign these Digital Banking T&Cs. Subject to the foregoing, the Digital Banking T&Cs shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assignees. Headings are used for reference purposes only and shall not be deemed part of the Digital Banking T&Cs. The Digital Banking T&Cs may be modified or amended only by a separate writing signed by each of the parties expressly so modifying or amending the Digital Banking T&Cs. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The parties agree that the terms of the Digital Banking T&Cs, and all parts thereof, are separable, severable and divisible in all respects, and the unenforceability of any specific term of the Digital Banking T&Cs or part thereof shall not affect the validity of any other terms or part hereof.

[End of Digital Banking General Terms. Last Updated May 2025]

#### **ADDENDUM A – ELECTRONIC FUND TRANSFERS - CONSUMER DISCLOSURES**

- I. **Intro.** This Addendum A – Consumer Disclosures (this “Consumer Disclosures Addendum”) is an addendum to and made part of those Digital Banking T&Cs agreed to by you and which govern your use of the Digital Banking Services (<https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf>). The provisions in this Consumer Disclosures Addendum apply only to electronic fund transfers (EFTs) that debit or credit a consumer's checking, savings, or other asset account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act. When applicable, we may rely on any exceptions to the provisions in this Consumer Disclosures Addendum that are covered in Regulation E. All terms in this Section not defined in this Consumer Disclosures Addendum, but defined in Regulation E, will have the meaning given in Regulation E. The contents of this Consumer Disclosures Addendum are not exclusive, as other consumer disclosures may be contained in the Digital Banking General Terms or other Addendums.
- II. **Consumer Liability** – Tell us AT ONCE if you believe your User ID or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within four (4) business days after you learn of the loss or theft of your User ID or Password, you can lose no more than \$50.00 if someone used your User ID or Password without your permission. If you do NOT tell us within four (4) business days after you learn of the loss or theft of your card or code, you could lose as much as \$500.00 if someone used your User ID or Password without your permission.
- III. **Contact in Event of Unauthorized Transfer.** If you believe your Access ID or Password has been lost or stolen, call: 816-931-4060, and via mail, write to us at PO Box 410889, Kansas City, Mo. 64141 ATTN: Customer Service.
- IV. **Error Resolution.**
  - A. In Case of Errors or Questions About Your Electronic Transfers telephone us at 816-931-4060, write us at PO Box 410889, Kansas City Mo 64141 ATTN: Customer Service 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
    - Tell us your name and account number (if any).
    - Describe the error or the 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.
    - Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit 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 us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

- B. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- V. **Our Liability (incomplete or inaccurate transfers).** If we do not complete a transfer to or from 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:

- A. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- B. If the transfer would go over the credit limit on your overdraft line, if applicable.
- C. If the Service was not working properly and you knew about the breakdown when you started the transfer.
- D. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- E. If the transfer would have resulted in a violation of law, regulation or court order.
- F. There may be other exceptions stated in our agreement with you.

To the extent not prohibited by applicable law, we shall not be liable for any error or delay so long as we have acted in accordance with these Digital Banking T&Cs. Our responsibility under these Digital Banking T&Cs is limited to the exercise of reasonable and ordinary care, and (except to the extent required by applicable law or regulations) we are not liable for any error or delay on the part of any third party or for any other act or omission of any third party). We shall not be liable if you have not given us complete, correct or current transfer or payment instructions or if you have not properly followed instructions concerning the use of the Service.

[End of Addendum. Last Updated May 2025]

#### **ADDENDUM B - ELECTRONIC SIGNATURES AND CONSENT**

- I. **Introduction.** This Addendum B - Electronic Signatures and Consent ("E-Sig Disclosure") is an addendum to and made part of those Digital Banking T&Cs agreed to by you and which govern your use of the Digital Banking Services (<https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf>). This E-Sig Disclosure applies to all Communications for those products, services, and Accounts offered or accessible through electronic communications that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. "Communication" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices responses to claims, transaction history, privacy policies and all other information related to the product, service, including but not limited to information that we are required by law to provide to you in writing.
- II. **Scope of Communications to be provided in Electronic Form.** You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
- All legal and regulatory disclosures and communications associated with the product or service available through electronic communication.
  - Privacy policies and notices
- III. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be, to the extent permissible by law, provided either (1) via email, (2) by access to a web site that we will designate in an email notice we send to you at the time the information is available, (3) by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.
- IV. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form by changing your delivery method from "Online" to "Paper". At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previous valid email address, as a withdrawal of your

consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, we may impose a fee for an electronic product or service if a fee is provided for in a separate agreement for that specific product or service. Any withdrawal of your consent to receive electronic Communication will be effective only after we have a reasonable period of time to process your withdrawal. You may need to re-consent electronically if you withdrawal consent for any reason. If you withdraw your consent and elect to receive paper copies of Communications, a fee may apply.

- V. **How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete email address, contact and other information related to the Disclosure and to maintain and update promptly any changes in this information. You can update information by calling us at 816-931-4060.
- VI. **Hardware and Software Requirement.** In order to access, view and retain electronic Communications that we make available to you, you must have:
  - A. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
  - B. An email account with an Internet service provider and email software in order to participate in our electronic Communication programs;
  - C. A personal computer operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing Communications received from us in electronic form via a plain text-formatted email or by access to our web site using one of the browsers specified here: <https://www.ccbfinancial.com/countryclubbank/pdf/cebsystemrequirements.pdf>.
  - D. Changes to hardware or software requirements. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.
- VII. **Requesting Paper Copies.** We will not send you a paper copy of any Communication which is available electronically from Country Club Bank, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at 816-931-4060. A fee for paper copies may apply. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
- VIII. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing". You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.
- IX. **Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
- X. **Termination/Changes.** We reserve the right in our sole and absolute discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change to the extent required by law. Contact information for E-Sign disclosure questions: Country Club Bank, One Ward Parkway, Kansas City, MO 64112, 816-931-4060, attention Deposit Operations.

[End of Addendum. Last Updated May 2021]

#### **ADDENDUM C—ONLINE BANKING TERMS AND CONDITIONS**

- I. **Intro.** This Addendum C - Online Banking Terms and Conditions ("Online Banking T&Cs") operate as an addendum to and are made part of Country Club Bank's Digital Banking Terms and Conditions (<https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf>) and contain the terms and conditions for the use of Country Club Bank's Online Banking services available at [www.countryclubbank.com](http://www.countryclubbank.com), which include but not limited to funds transfers, bill payment and any other services within that we may provide to you ("you," or "User") from time to time when logged into CCB's consumer online banking service ("Online Banking" or "Online Banking Services") (Online Banking Services being included as part of the Services as that term is used and defined in the Digital Banking T&Cs). Your use of the Online Banking Services constitutes your acceptance of this Online Banking Addendum and the Digital Banking T&Cs, including all related Addenda, as they may be amended from time to time. In the event of a conflict between this Addendum, the Digital banking T&Cs, or any other Addendum thereunder, the terms of this Addendum shall control.
- II. **Available Transactions and Limitations.** You may use the Service to, among other thing,: (i) transfer funds



between Deposit Accounts; (ii) make payments from Deposit Accounts to Credit Accounts; (iii) access account balances and information on eligible Deposit Accounts for a period of time as determined by Bank from time to time; (iv) view and print images of checks written from your Deposit Accounts; (v) view and print available account statements, and, if you choose to use Bill Payment, to pay bills directly from your checking account in the amount and on the days you requested. These functions of the Service are limited to the extent, and subject to the additional terms below.

### III. Transfers.

- A. **Internal Transfers.** You may schedule a transfer to be initiated on the same day (Same Day Transfer), on any calendar day (Future Transfer) or to be automatically initiated in a fixed amount on a weekly, biweekly, monthly, quarterly, semi-annual and annual basis (Recurring Transfer) between your Bank Accounts. Individual or daily transfers between eligible Bank Accounts may be made in any amount not exceeding the available balance in your Deposit Account from which the transfers are made. For security reasons, there may be other limits on the frequency and dollar amount of transactions you may make using the Service.
1. Your account balance affected by a same day transfer will be available immediately for incoming checks and electronic items if the same day transfer is made by 10 p.m. Central Time on a Business Day. Your account balance affected by a same day transfer will be available the next Business Day if the same day transfer is made after 10 p.m. Central Time on a Business Day.
- B. **Canceling Recurring Transfers.** You may use the Service to cancel a future or recurring transfer if your request to cancel is received via the Service no later than 6 p.m. Central Time the day prior to such transfer. You may also call us at 816-931-4060 or write us at PO Box 410889, Kansas City, Mo. 64141 ATTN: Customer Service in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- C. **External Transfers.** External Transfer is a feature that Country Club Bank offers so you can transact between your Country Club Bank checking, savings and money market accounts and an account that you are the owner of at another financial institution. You may transfer in and out of your checking, savings and money market accounts from other financial institutions, and transfer to external loan accounts.
1. To ensure you are the owner and have proper access to an external account, we employ a registration process for each newly added account. You may set up accounts at any time by entering the routing number for the financial institution and the account number for the account. A set of small dollar transactions will be sent to your external account within one to two (1-2) business days. You must review the account, find the small dollar transactions and enter them within the Online Banking service from Country Club Bank. After this is completed successfully you can transact between your accounts at will. You may delete an external account at any time by contacting Country Club Bank at 816-931-4060 during business hours.
  2. You may schedule one-time External Transfers or establish a recurring transfer with the frequency of your choice. External Transfers scheduled after 6:00pm CT or on weekends or holidays will be processed on the next business day. International transfers are not supported.
  3. External fund transfer limits will be posted at [www.ccbfinancial.com/pdf/digital-transaction-limits.pdf](http://www.ccbfinancial.com/pdf/digital-transaction-limits.pdf) and CCB reserves the right to change these limits at any time without notice.
  4. Funds are generally available the third (3<sup>rd</sup>) business day from when the transfer is requested; receiving institution may have longer availability. Incoming funds may be held for two (2) business days after the date of the transfer request.
  5. We will process external transfers on your behalf by means of the Automated Clearing House network pursuant to this Agreement and the rules of the National Automated Clearing House Association (NACHA). We can reject an external transfer if it is not in compliance with the NACHA rules. Under NACHA rules, any credit to your Country Club Bank account or your account at another financial institution shall be provisional until such credit has been finally settled by us or by the third-party financial institution holding your account. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for an external transfer for any reason, we shall charge back the amount of such transfer from the account being debited or the account being credited, as applicable, or any other of your accounts or claim a refund from you.
  6. You agree that you are authorized to initiate every inbound or outbound transfer you request in the amount requested. You also agree that you have the authority to transact from your Country Club Bank and non-Country Club Bank accounts at all relevant times including at the time you set up the transfer

and at the time that we initiate the debit or credit to your Country Club Bank account.

7. You agree that you will have sufficient funds available in the designated Country Club Bank account to cover your payment and any associated processing fees. In the event that there are not sufficient funds available in your deposit account to cover your payment obligation, you agree that we may offset, without prior notice or demands, any account held by you to the extent permitted by law. If the deposit account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees, as set forth in the Country Club Bank Deposit Account Agreement.
8. You are solely responsible for the accuracy and completeness of the external transfer instructions provided to us. We are not responsible for any errors in the External Transfer instructions or requests for cancellation or change to instructions provided by you. You agree that if an external transfer request describes the receiver inconsistently by name and account number, payment of the external transfer may be made on the basis of the account number even if it identifies a person different from the named receiver.

**IV. Stop Payment Orders on Checks.** Subject to certain limitations you may use the Online Banking Service to order us to stop payment on any check payable from your Account ("Checks"), whether drawn by you or any other account holder ("Online Stop Payment Order"). The Online Stop Payment Order is effective for six (6) months. We will not give you notice that an Online Stop Payment Order has expired. Online Stop Payment Order may be renewed for an additional six (6) months if renewed in writing by you during the effective time period. Only the person who initiated the order may give a release or cancellation of an Online Stop Payment Order. We will require you to provide the date, the amount and the number of the item, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Moreover, we are not obligated to re-credit your Account if we pay an item over a valid and timely Online Stop Payment Order unless you are able to demonstrate the fact and amount of your loss. If we do re-credit your Account after paying an item over a valid and timely Online Stop Payment Order, you agree to transfer to us all of your rights against the payee or other holder of the item, and to assist us in any legal action we may later take against that person. If we comply with an Online Stop Payment Order with respect to a Check, you agree to defend, indemnify and hold us harmless from and against any Claims or Costs resulting from or relating in any way to that Online Stop Payment Order. You may not stop payment on a money order or check (such as an official, certified, cashiers, or teller's check) issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on items governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order.

**V. Fees.** We do not charge a fee for using the Online Service, although there may be a charge for certain Digital Banking Services available within Online Banking or Mobile Banking. Any fees applicable to your Bank Accounts continue to apply. See The Personal Fee Schedule at the following link: <https://www.ccbfinancial.com/pdf/PersonalFeeSchedule.pdf>. You agree that we are not responsible for any telephone or other internet access charges you may incur by using the Service.

**VI. Periodic Statements.** We will mail or deliver to you periodic statements for your Deposit Accounts as disclosed in the applicable Account Terms and Conditions. You may also receive periodic statements for certain Credit Accounts as set forth in the applicable Credit Terms and Conditions. Transfers made through the Service will be reflected on applicable periodic statements.

**VII. Access and Computer Equipment.** You can generally access Online Banking 24 hours a day, 7 days a week except during infrequent special or scheduled maintenance periods. In order to use the Service, you must have a computer with Internet access and an email address. We reserve the right to limit the Service to certain account types. You are responsible for the installation, maintenance and operation of the computer which you use to access the Service. You must use a browser which has the ability to process the Service, which may change from time to time. We are not responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software used in accessing the Service and we are not responsible for any electronic viruses, worms, malware or other malicious programs that you may encounter while connected to the Internet or otherwise. You agree that you will not send us any electronic virus, worm, malware or other malicious program, nor will you engage in any activity that could have a harmful effect on our Website.

**VIII. Daily Processing Deadlines.** For purposes of the Service, our Business Day ends at 6p.m. Central Time, Monday through Friday. Transactions received after 6 p.m. Central Time on a Business Day or at any time on a day other than a Business Day will be processed on the next Business Day.



IX. **Bill Payment.** This section governs Bill Payment, if you choose to use Bill Payment. Bill Payment is provided by Bank to you through a third-party service provider, Fidelity National Information Services ("FIS"). FIS processes bill payments and will provide certain customer service assistance. Details and instructions concerning use of Bill Payment are available at the Website.

- A. **Definitions.** The following terms are defined as follows for purposes of Bill Payment: "Due Date" is the date reflected on your Payee Statement for which the payment is due, and which is the actual due date, not a late date and not including any grace period. "Payee" is the person or entity to which you wish a payment to be directed or is the person or entity from which you receive electronic bills, as the case may be. "Payee Account Number" is the account number assigned to you by a Payee. "Payee Statement" is a statement you received from a Payee indicating the amount you must pay to the Payee. "Payment Account" is your checking account at Bank from which bill payments will be debited. "Payment Instruction" is the information you provide to us through the Service instructing that a payment should be made to a Payee, which includes, (in addition to other information), your Payee Account Number, Payee name, Payee address, Payee phone number, the amount of the payment and the Scheduled Payment Date. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
- B. **Bill Payment.** Bill Payment permits you to schedule payments to Payees. By using Bill Payment, you authorize us to process the payments and other transactions you request from time to time through use of Bill Payment. You also authorize us to debit your Payment Account(s) in accordance with this Agreement. This Agreement does not alter your liability or obligations that currently exist between you and your Payees. We reserve the right to refuse to permit you to use Bill Payment to pay any Payee. We may, at our option and in our sole discretion, remit, stop, cancel and manage payments, cancel payments, refuse to permit you to use Bill Payment, or terminate your right to do so at any time.
- C. **Payment Scheduling - Standard Payments.** When you schedule a payment through the Service, you must allow sufficient time for the payee to receive and process the payment before the Due Date. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges or other actions taken by the Payee. Payments may take several Business Days to reach the Payee, as the payments may be made electronically or by check. We suggest that you should schedule the payment at least six (6) to ten (10) Business Days prior to the Due Date.
- D. **Payment Scheduling - Expedited Payments.** You may choose to make an expedited payment, either electronically or by overnight check. Electronic expedited payments are available only for certain Payees and will display to you when scheduling a payment if an expedited payment could be received by the Payee sooner than a standard payment. Overnight check payments may be scheduled until 6:00 p.m. central time for delivery on the next Business Day. You are responsible for providing accurate and complete Payment Instructions, including entering and verifying the address for an Overnight Check to ensure it is a valid overnight package address for the Payee. Expedited payments are subject to a fee as set forth below under Consumer Disclosures.
- E. **Late Payments.** Some transactions may take longer to be credited to your account at a Payee due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions. We have no responsibility for any late payment charges that may be imposed by a Payee should a payment be credited to your account at a Payee after its Due Date.
- F. **Payment Authorization and Payment Remittance.** By providing us Payment Instructions through the Service, you authorize us to follow all such Payment Instructions. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee instructions. By making a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf in accordance with the Payment Instruction. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.
- G. **Payment Methods/Limitations.** We reserve the right to select the method for remitting funds on your behalf to a Payee. These payment methods may include, but are not limited to, an electronic payment, an electronic to check payment, or payment by a physical check. You may not schedule a bill payment that exceeds \$9,999.99.
- H. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by logging into the Service and following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, however, it cannot be cancelled or edited. If you wish to cancel a payment after we have begun processing such payment, you must contact us at 816-931-4060. Although we will attempt to accommodate your request, you acknowledge and agree that we will have no liability for failing to do so and we may also require you to

present your stop payment request in writing within fourteen (14) days.

- I. **Prohibited Payments.** Payments to Payees outside of the United States or its territories or payments prohibited by law, including payments to unlawful Internet gambling sites may not be made through Bill Payment.
- J. **Exception Payments.** Tax payments and court ordered payments are exception payments which may be scheduled through Bill Payment; however, you acknowledge and agree that such payments are discouraged and are scheduled at your own risk. IN NO EVENT SHALL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOUR REQUESTING AND SCHEDULING ONE OF THESE TYPES OF PAYMENTS. OUR RESPONSIBILITY FOR LATE PAYMENTS SET FORTH ABOVE DOES NOT APPLY TO THESE TYPES OF PAYMENTS. We have no obligation to research or resolve any claim resulting from an exception payment. You acknowledge and agree that all research and resolution for any misapplied, incorrectly posted or misdirected payments will be your sole responsibility.
- K. **Bill Delivery And Presentment.** This feature allows you to receive electronic bills from participating Payees. Your activation of the electronic bill feature for a Payee authorizes us to obtain bill information from the Payee on your behalf. If you elect to activate one of the Service's electronic bill options, you also acknowledge and agree to the following:
- L. **Information provided to the Payee.** By requesting electronic bill delivery through the Service, you authorize us, for purposes of authenticating your identity and to activate the display of the electronic bill, to provide to the Payee your e-mail address, service address, user name, password, or other information specifically requested by the Payee at the time of activating the electronic bill for that Payee. In order to complete your request, you may be asked to provide this information to us. The information you provide to us is governed by our privacy policy, <https://www.ccbfinancial.com/pdf/ccbprivacy.pdf>. However, the information practices of participating Payees are not covered by our privacy policy. You should contact your Payee regarding its information practices if you have questions regarding a Payee's use of your information. You agree not to use someone else's information to gain unauthorized access to another person's bill.
- M. **Updating Payee information.** We are unable to update or change your personal information such as (but not limited to) your name, address phone numbers and e-mail addresses, with the participating Payee. Any changes will need to be made by you contacting the Payee directly.
- N. **Activation.** Upon activation of the electronic bill delivery and presentment feature we may notify the Payee of your request to receive electronic billing information. Neither we nor you can require a Payee to accept a request to receive electronic bills through the bill delivery and presentment feature of the Service. Each Payee has the right to accept or deny your request to receive electronic bills. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your bill(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current.
- O. **Presentment and notification of electronic bills.** We will use our best efforts to present all of your electronic bills promptly. However, we cannot assure you that you will receive your electronic bill from any Payee at any time. Therefore, it is your sole responsibility to contact your Payees directly if you do not receive your electronic bills. In addition to notifying you of the receipt of an electronic bill within the Service, we may (at our option) send an e-mail notification of receipt of an electronic bill to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. Because you may not receive e-mail notifications, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are solely responsible for ensuring timely payment of all bills.
- P. **Cancellation of electronic bill notification.** Any participating Payee, Bank, or you may cancel the presentment of electronic bills at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your Payee(s) as to the cancellation of electronic bill presentment and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- Q. **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Payee fail to deliver your electronic bills. You are solely responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- R. **Accuracy and dispute of electronic bill(s).** We are not responsible for the accuracy of your electronic bill(s). We simply present the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

- S. **Liability and obligations with your Payees.** This Agreement does not alter your liability or obligations that currently exist between you and your Payees.
- X. **Other Important Legal Terms.** Please see the complete Digital Banking T&Cs at <https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf> for other legal provisions that apply to your use of the Online Banking Service, including, among other topics, our disclaimer of warranties and limitations on our liabilities to you and third parties.

[End of Addendum. Last Updated May 2025]

#### **ADDENDUM D – MOBILE BANKING TERMS AND CONDITIONS**

- I. **Intro.** This Addendum D - Mobile Banking Terms and Conditions ("Mobile Banking T&Cs" or "this Addendum") operates as an addendum to Country Club Bank's Digital Banking Terms and Conditions (<https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf>) (collectively referred to as the "Digital Banking T&Cs") and contain the terms and conditions for the use of Country Club Bank's Mobile Banking services, including but not limited to mobile deposit, remote deposit capture and any other services within the CCB Mobile Banking application that we may provide to you ("you," or "User") from time to time ("Mobile Banking," "Mobile Services" or "Mobile Banking Services") (Mobile Services being included as part of the Services as that term is used and defined in the Digital Banking T&Cs). Your use of the Mobile Banking Services constitutes your acceptance of this Addendum and the Digital Banking T&Cs, including all related Addenda, as they may be amended from time to time. In the event of a conflict between this Addendum, the Digital Banking T&Cs, or any other Addendum thereunder, the terms of this Addendum shall control.
- II. **Definitions.** Unless otherwise stated herein, all terms defined in the Digital Banking T&Cs shall have the same meaning when used in this Addendum. In addition, the following capitalized terms when used in this Addendum have the meanings set forth herein. **"Mobile Deposit"** means that part of the Mobile Banking Service that permits certain users to remotely deposit checks. **"Mobile App"** means the software application you download onto your Supported Device that allows you to use the Mobile Banking Service. **"Mobile Banking" or the "Service(s)"** as used in this Addendum means all of the features and functionality in the Mobile App (as may be changed from time to time and including the Mobile App itself as defined herein), all of which are part of and fall under the definition of "Service" or "Digital Banking" as defined in the Digital Banking T&Cs. **"Privacy Policy"** means the applicable privacy statement posted on our website at <https://www.ccbfinancial.com/pdf/ccbprivacy.pdf>. The Privacy Policy applies in addition to and is not intended to replace any other applicable privacy policy that may apply in connection with your use of the Service. **"Supported Device"** means a compatible, mobile communications device, including specified operating system releases and specified mobile wireless carrier networks, which have been approved by Bank for use with the Mobile App and the Service. **Hardware and Software.** In order to use the Mobile Banking Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by CCB from time to time. A list of Supported Devices and current hardware and software specifications is available at <https://www.ccbfinancial.com/countryclubbank/pdf/cebsystemrequirements.pdf>. CCB is not responsible for any third party software you may need to use the Mobile Banking 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.
- III. **Scope and Your Obligation To Log-in to Online Banking.** In order to use Mobile Banking, you must be enrolled in Bank's Online Banking Service. Some function(s) of Online Banking may not be available through Mobile Banking. Your use of the Mobile Banking Service constitutes your acceptance of the most recent version of the Agreement as updated from time to time. In addition, you agree that Bank will from time to time communicate to you important information within Online Banking only and not in the Mobile App. For example, we may periodically alert you to, and may require your acceptance of, updates to the Digital Banking T&Cs (or any Addendum thereto) during an Online Banking session. (Any updates to the Digital Banking T&Cs will serve to amend this Mobile Banking Addendum.) Therefore, you agree to periodically login to Online Banking, no less often than once every thirty (30) days whether you actively use Online Banking or not, in order to receive any such notices or updates. Should you fail to do so, and without any further action on your part or our part, you hereby agree to be bound to any such communications that Bank provides within Online Banking (including notice of updates to the Digital Banking T&Cs) during those periods of time which you fail to login to Online Banking.
- IV. **Relationship to Apple and Google.** This Addendum is between you and Bank and not between you and Apple or Google. Bank is responsible for the Mobile App and the Service as set forth in this Addendum. You acknowledge and agree that, to the extent you use an Apple device, Apple, and Apple's subsidiaries, are third party

beneficiaries of this Addendum, and that, upon your acceptance of this Addendum, Apple will have the right (and will be deemed to have accepted the right) to enforce this Addendum against you as a third party beneficiary thereof.

- V. **Acceptance and Privacy Policy.** By using the Mobile App and Mobile Banking Service, you agree that you have read, agree with, and accept all of the terms and conditions in this Addendum, the Bank's Digital Banking T&Cs, as well as our Privacy Policy which is available via a link on the login page of the Mobile App and also located at <https://www.ccbfinancial.com/pdf/ccbprivacy.pdf>. The Privacy Policy is incorporated herein by this reference.
- VI. **Fees.** Bank does not charge for the Service. **YOU ACKNOWLEDGE THAT WE MAY AT ANY TIME, UPON NOTICE IF REQUIRED BY APPLICABLE LAW OR IF OTHERWISE PROVIDED IN BANK'S SOLE DISCRETION, INSTITUTE CHARGES OR FEES OR CHANGE EXISTING FEES FOR YOUR USE OF THE SERVICE.** Additionally, charges and fees from your mobile carrier are independent from any fees that may be charged by us. Please consult with your mobile carrier regarding carrier, data, and web access charges.
- VII. **Compatible Mobile Devices and Third-Party Agreements.** Bank does not warrant and expressly disclaims that the Service will be compatible with your Supported Device. Mobile Banking is dependent on the availability and quality of the wireless network through which you access Mobile Banking. Therefore, Mobile Banking may not be accessible to you or may have limited utility depending on your choice of carrier and the quality of and availability of data services. Country Club Bank is not responsible for the availability or utility of your wireless service. You must comply with any applicable third-party agreements when using the Mobile App and Service, for example, if you have VoIP application, you must not be in violation of your wireless data service agreement when using the Mobile App.
- VIII. **Authorization to contact Your Wireless Provider.** You acknowledge and agree that CCB may contact your wireless service provider and authorize your wireless service provider to disclose certain information about your wireless account, including but not limited to, your eligible mobile device phone number, IP address, name, address, and device data, in order to allow us to verify your identity and validate the information you provide to CCB.
- IX. **Location Data.** You understand that when you use any location-based feature, your geographic location and other Supported Device information is accessible by the Mobile App and Service. If you do not wish for the Mobile App and Service to access that information, you must not use such location/geography based features (i.e. locate the nearest ATM) or take other measures permitted by your Supported Device such as disabling location/geography services or denying access to your location data when indicated or prompted on your Supported Device.
- X. **Security.** You should take precautions to protect the security and integrity of your banking information when using Mobile Banking, including (but not limited to) (a) logging off your mobile device immediately after using Mobile Banking; (b) requiring a password or code to access your mobile device; (c) not leaving your mobile device unattended when logged into Mobile Banking; and (d) not providing your user name, password or other access information to an unauthorized person. You understand and agree that you are solely responsible for all transactions made through Mobile Banking by any person you allow to use or access your mobile device, login information or other means of accessing Mobile Banking.
- XI. **Mobile Deposit Service**
  - A. **Services.** Mobile Deposit allows you to make deposits of the electronic image of a check or substitute check (each "item") to your eligible Accounts by delivering the images and items from the capture device (camera) located on your Mobile Device to CCB or CCB's designated processor. CCB reserves the right to charge for use of the Services. In addition, other fees such as for returned items and overdrafts may apply for deposits made through the Services. Please reference our Personal Fee Schedule located at <https://www.ccbfinancial.com/pdf/PersonalFeeSchedule.pdf>.
  - B. **Limitations of Mobile Deposit Service.** If the Services are unavailable for any reason and you want your deposit processed on today's business date, you must make your deposits by another method, such as an in-person deposit at an ATM, a CCB branch or a deposit by mail. Some of the Services have qualification requirements which apply each time you sign on to Mobile edeposit 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 Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. You agree that your deposits using Mobile edeposit will not exceed the following deposit limits and may be changed from time to time.
  - C. **Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to CCB shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Missouri.
  - D. **Ineligible items.** You agree that you will not use the Services to scan and deposit any checks or other items

as shown below:

1. Checks or items payable to any entity other than your business name.
  2. Checks or items containing obvious alterations to any of the fields on the front of the check or item.
  3. Checks or items which you know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  4. Checks or items previously converted to a substitute check, as defined in Reg CC.
  5. Checks or items drawn on a financial institution located outside the United States.
  6. Checks or items not payable in United States currency.
  7. Checks or items dated more than 6 months prior to the date of deposit.
  8. Checks that have been used as a source document for a remote deposit or similar deposit with another financial institution or CCB.
  9. Checks or items prohibited by CCB's current procedures relating to the Services or which are otherwise not acceptable under the terms of your CCB account.
- E. **Image Quality.** The image of an item transmitted to CCB using the Services must be legible and must include both the front and the back of the item. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- F. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as the endorsement of the named payee (s) and include "For eDeposit Only Country Club Bank" followed by a valid signature, unless otherwise instructed by CCB. You agree to follow any and all other procedures and instructions for the use of the Services as CCB may establish from time to time. Failure to properly endorse items may cause the deposit to reject.
- G. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped or errors that occur during transmission. An image of an item shall be deemed received by CCB only when you receive a confirmation from CCB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or that we have completed our review of the image and we may still reject it for any reason in our sole discretion.
- H. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4pm Central Time on a business day that we are open, we consider that 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. Funds deposited using the Services will generally be made available the following business day from the day of the deposit. CCB reserves the right to delay the availability of funds for five (5) business days based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors at CCB, in its sole discretion, deems relevant.
- I. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from CCB that we have received the image of an item and that your deposit has been approved, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly and securely dispose of the item to ensure that it is not represented for payment. And, you agree never to cash, negotiate, deposit or present the item or an image of it with us or any other financial institution, person or entity.
- J. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.
- K. **Errors.** You agree to notify CCB of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable CCB account statement is sent. Unless you notify CCB within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against CCB for such alleged error.
- L. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in CCB's sole discretion subject to the Depository Agreement and Disclosures governing your account.
- M. **User warranties and indemnification.** You warrant to CCB that:
1. You will only transmit images of eligible items to us through the Services.
  2. Each image you transmit to us through the Services will meet our image quality standards as they are in effect at the time and will include a complete and accurate representation of the front and back of the item.
  3. You will not transmit duplicate images of items to us through the Services.
  4. The original check used to create each image transmitted to us through the Services has not been

- previously deposited, duplicated or used to create another image or electronic fund transfer.
5. You will not cash, negotiate, deposit or present the item or an image of an item transmitted to us through the Services to or with us or any other financial institution, person or entity.
  6. No subsequent transferee of the item or an image of an item transmitted to us through the Services (or any substitute check created from that image), including but not limited to CCB, a collecting or returning bank, the drawer, the drawee, the payee or any endorser, will sustain a loss as the result of the fact that the image of the item (or a substitute check created from that image) was presented for payment or returned instead of the original paper check.
  7. All information you provide to CCB is accurate and true.
  8. You will comply with this Agreement and all applicable rules, laws and regulations.
  9. You make all of the warranties to us regarding each image of an item you transmit to us through the Services that you would have made to us if you had deposited the original item with us. You agree to indemnify and hold harmless CCB from any loss for breach of this warranty provision.

**XII. Other Important Legal Terms.** Please see the complete Digital Banking T&Cs at <https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf> for other legal provisions that apply to your use of the Mobile Banking Service, including, among other topics, our disclaimer of warranties and limitations on our liabilities to you and third parties.

[End of Addendum. Last Updated May 2021]

#### Addendum E – Zelle Network Standard Terms

##### **Zelle Network® Standard Terms Addendum E to Digital Banking T&Cs**

This Addendum E - Zelle Network Terms and Conditions (the "Zelle Addendum") is an addendum to, and is hereby made part of, Country Club Bank's Digital Banking Terms and Conditions ("Digital Banking T&Cs," which can be located at <https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf>) and governs your use of the Zelle Service that is offered by Country Club Bank ("CCB," "Bank," "we," "us," "our," etc.). You understand that your use of the Zelle Service (as that term is defined below) is subject to the terms and conditions of this Zelle Addendum, as well as the Digital Banking T&Cs which are hereby incorporated herein by reference, and constitutes your agreement to and acceptance of the terms and conditions contained herein. This Zelle Addendum and the Digital Banking T&Cs are collectively referred to as the "Zelle Service T&Cs." The Zelle Service constitutes part of the Service as that term is defined in the Digital Banking T&Cs. Capitalized terms not defined in this Zelle Addendum shall have the meaning ascribed to them in the Digital Banking T&Cs. In the event of a conflict between the Zelle Addendum and the Digital Banking T&Cs, the provisions of the Zelle Addendum shall prevail. This Zelle Service may be offered from time to time through CCB's Online Banking and/or Mobile Banking Services, both of which are part of CCB's Digital banking Services. As such, you must be enrolled as a CCB Online Banking customer in order to access the Zelle Service.

##### **Zelle Network® Standard Terms**

#### **1. Description of Services**

- a. The Zelle Network® ("Zelle®") is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transferred by a Network Financial Institution.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

#### **2. Eligibility and User Profile**

When you enroll to use the Service you agree to the terms and conditions of this Service Terms. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third



party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. To the maximum extent permitted by law, in the event a third party with legal authority uses the Services on your behalf, or if you breach the foregoing provision by allowing a third party to use the Service on your behalf (whether by sharing your credentials or otherwise), you shall be directly and solely responsible and liable for their actions as if you took the actions yourself. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

**Content Standards:** You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle tag. Each Zelle tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle tags you may use. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

**Consumer accounts only:** The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

**3.** You may link only one account per token (e.g., email or mobile phone number). Changes to linked tokens must be approved through the Service's secure authentication process. Your token must remain active and verifiable. You are responsible for ensuring that the token linked to your account is secure and not shared with unauthorized parties. The use of tokens is subject to the Zelle Network® Rules and applicable regulations. We reserve the right to terminate or suspend token functionality that violates these rules. **Consent to Use and Disclose Personal Information (Including Account Information)**

You agree that we may collect, transmit, store, and use certain information about you and your use of the Zelle Service. We will use, share and protect your personal information in accordance with our Privacy Policy, which explains how we collect and protect your personal information and how and why in certain cases we may share such information. You acknowledge that other third parties, such as Zelle, will have access to certain details of the

transactions you make using the Zelle Service. You understand and acknowledge that this information will be used by us, Zelle, other banks in the Zelle network, or other third parties for the purposes of processing payment transactions, as well as for investigations related to payment transactions or alleged or suspected fraud with regard to payment transactions. You further acknowledge that we do not have control over the privacy and security of the information that you provide to such third party and that any information you disclose is subject to that third party's privacy policy and not our Privacy Policy.

#### **4. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.ccbfinancial.com/pdf/ccbprivacy.pdf>, which is incorporated into and made a part of this Zelle Addendum by this reference.

#### **5. Wireless Operator Data**

We or Zelle<sup>®</sup> may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

#### **6. Enrolling for the Service**

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may:

- i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money".

c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

d. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle.

e. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

#### **7. Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle tag and/or other alias to send or receive money as described in this Zelle Addendum. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle<sup>®</sup> tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the

recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 816-931-4060 or [contactus@countryclubbank.com](mailto:contactus@countryclubbank.com). You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: Most major carriers are supported. Limitations may apply.

#### **8. Receiving Money; Money Transfers by Network Financial Institutions**

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, the other Network Financial Institutions and other Zelle users, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Zelle Addendum and the procedures of the business or government agency that is sending you the payment.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

#### **9. Sending Money; Debits by Network Financial Institutions**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Zelle Addendum and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

You acknowledge and agree that payment transfers will be completed using only the email address or mobile phone number you enter, even if it identifies a person different from your intended recipient. Please make sure to accurately enter the recipient's email address or mobile phone number because your obligation to pay for the transfer will not be excused by an error in the information entered.

If you use the Zelle Service to send money, you authorize us to withdraw funds from your designated account for all transfers of funds that you initiate through the Zelle Service, and you also agree to have sufficient funds in your designated account for each such transfer you schedule until the transfer is completed or cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds in the account to cover the transfer.

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, the other Network Financial Institutions, and other Zelle users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are

sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

#### **10. Liability**

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure,

through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE OFFERS PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

You agree that you, not us or Zelle, are responsible for resolving any payment or other disputes that you may have with any other Users with whom I send money to, or receive or request money from, using the Zelle Service.

Furthermore, you hereby release from liability and shall indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of Zelle Service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

#### **11. Send Limits**

We reserve the right, at any time in our sole discretion and without notice to you, to impose limits number of payments you may send, receive, or request over a certain period of time as well as individual transaction amounts, which limit may change at our sole discretion and without notice to you. If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these terms and conditions, and we are not obligated to accept similar payment(s) at other times.

#### **12. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Zelle Addendum, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us and Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

#### **13. Transaction Errors**

In Case of Errors or Questions About Your Electronic Transfers telephone us at 816-931-4060, write us at PO Box 410889, Kansas City Mo 64141 ATTN: Customer Service 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. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit 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 us to complete our

investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**14. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your User ID or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within four (4) business days after you learn of the loss or theft of your User ID or Password, you can lose no more than \$50.00 if someone used your User ID or Password without your permission. If you do NOT tell us within four (4) business days after you learn of the loss or theft of your card or code, you could lose as much as \$500.00 if someone used your User ID or Password without your permission.

**Contact in Event of Unauthorized Transfer** - If you believe your Access ID or Password has been lost or stolen, call: 816-931-4060, and via mail, write to us at PO Box 410889, Kansas City, Mo. 64141 ATTN: Customer Service.

**15. Liability for Failure to Complete Transfers**

If we do not complete a transfer to or from 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:

- A. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- B. If the transfer would go over the credit limit on your overdraft line, if applicable.
- C. If the Service was not working properly and you knew about the breakdown when you started the transfer.
- D. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- E. If the transfer would have resulted in a violation of law, regulation or court order.
- F. There may be other exceptions stated in our agreement with you.

To the extent not prohibited by applicable law, we shall not be liable for any error or delay so long as we have acted in accordance with these Terms and Conditions. Our responsibility under these Terms and Conditions is limited to the exercise of reasonable and ordinary care, and (except to the extent required by applicable law or regulations) we are not liable for any error or delay on the part of any third party or for any other act or omission of any third party). We shall not be liable if you have not given us complete, correct or current transfer or payment instructions or if you have not properly followed instructions concerning the use of the Service.

**16. Fees**

We do not charge a fee for using the Zelle Service. Any other fees applicable to your bank account, as well as other Digital Banking Services (if applicable – see Digital Banking T&Cs), continue to apply. We may change the fees that apply to the Zelle Service, and the circumstances under which fees may be waived at any time for any reason. We will give you reasonable notice of such change as required by law. If we process a transaction in accordance with your instructions that overdraws your account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of any applicable agreements with us. We will not be liable for failure to pay any transfer request unless it is drawn against available funds in the designated account.

You are responsible for any and all charges, including, but not limited to, fees associated with text messaging, data, or other message services imposed by your communications service provider, including, without limitation, for short message service. You agree that we are not responsible for any telephone or other internet access charges you may incur by using the Service.

**17. Use of Our On-line Banking Website and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our Website Terms of Use (located at <https://www.ccbfinancial.com/pdf/websitetermsofuse.pdf>) and/or our Digital Banking T&Cs, each of which are incorporated into and made part of this Zelle Addendum by this reference.

**18. Cancellation of the Service**

You may cancel the Zelle Service by calling 816-931-4060. Any payment(s) that have begun processing before the requested cancellation date will be processed by us, and any transfer that is in process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of service fees, if any. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

Upon canceling the Zelle service with us, please consider removing your phone and email (tokens) to prevent issues

in the future enrolling in Zelle at other participating Fis.

#### **19. Right to Terminate Access**

We reserve the right, subject to applicable law, to terminate or suspend the Zelle Service and your right to use the Zelle Service, in whole or in part, at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any terms of this Zelle Addendum, the Digital banking T&Cs, or the rights of CCB and/or Zelle, or if you provide us with false or misleading information or interfere with other users or the administration of the Zelle Service.

The Zelle Service may not be available at all times. In the event that CCB at any time incurs a problem with your use of the Zelle Service, including without limitation a failure in attempting to debit your eligible CCB account or to collect with respect to any of your transfers using the Zelle Service, and without limiting any other right or remedy that CCB may have under this Zelle Addendum, the Digital Banking T&Cs or otherwise, CCB reserves the right to suspend or terminate a transfer or your right to use the Zelle Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for CCB to take in order to protect CCB from loss. In the event of such a suspension, you may request reinstatement of your use of the Zelle Service by contacting CCB using any of the methods provided for within this Zelle Addendum or the Digital Banking T&Cs. In the event that your Zelle Service is terminated, you understand that you may not request reinstatement of your use of the Zelle Service. CCB reserves the right in its sole discretion to grant or deny reinstatement of your use of the Zelle Service. In the event CCB agrees to reinstate your use of the Zelle Service, CCB reserves the right to initially reinstate your use of the Zelle Service subject to lower per-transaction and monthly dollar transfer limits and/or with other restrictions on your use of the Zelle Service. Based upon your subsequent usage of the Zelle Service, CCB in its sole discretion may thereafter restore your ability to effect transfers subject to such higher per-transaction and monthly dollar transfer limits as may then be in effect.

We also reserve the right to terminate or suspend our participation with Zelle or with a particular financial institution at any time.

#### **20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE<sup>®</sup> MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

#### **21. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE<sup>®</sup> SERVICE OR WITH THE TERMS OF THIS ZELLE ADDENDUM E, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF CCB OR ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

#### **22. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Zelle Addendum, you agree to indemnify, defend and hold harmless CCB and Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Service Terms.

#### **23. Governing Law; Choice of Law; Severability**

Such topics, as well as numerous others, are addressed in the Digital Banking General Terms or in other agreements



you have entered into or otherwise agreed to with CCB, including the agreements, terms and disclosures governing your CCB accounts, each of which applies to your use of the Zelle Services.

#### **24. Miscellaneous**

Subject to the terms of this Zelle Addendum, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

You further acknowledge that Zelle and Early Warning Services, LLC are third party beneficiaries of the Dispute Resolution provisions governing your accounts with us to the extent any claim or dispute relates to the Zelle Service, and as such Zelle and Early Warning Services, LLC are entitled to enforce those provisions against you.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

[End of Addendum. Last Updated May 2025]

### **ADDENDUM F – PERSONAL FINANCE SERVICE**

**Intro.** This *Addendum F – Personal Finance Service* (the "PFS Addendum") operates as an addendum to, and is hereby made part of, *Country Club Bank's Digital Banking Terms and Conditions* (which can be located at <https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf>) and governs your use the Personal Finance Service that is offered by Country Club Bank ("CCB," "Bank," "Financial Institution," "we," "us," "our," etc.) as part of its Digital Banking Services. The term "you" includes you, any joint owners of any accounts accessed as part of the Personal Financial Service, and any other parties with a vested or contingent interest in such accounts, including, but not limited to, heirs, assignees, beneficiaries, or successors in interest. This PFS Addendum contains the terms and conditions for your use of Personal Financial Service and services that we may provide to you and that involve accessing third-party account information ("PF Services"). Your use of the PF Services constitutes your acceptance of this PFS Addendum and the Digital Banking T&Cs, including all related Addenda, as they may be amended from time to time. In the event of a conflict between this PFS Addendum, the Digital Banking T&Cs, or any other Addendum thereunder, the terms of this PFS Addendum shall control.

- I. **Content You Provide.** Your use of the PF Services is your authorization for CCB or its service providers, as your agent, to access third-party sites which you designate in order to retrieve information. You are licensing to CCB and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the PF Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the PF Services or that we or our service providers retrieve on your behalf for purposes of providing the PF Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.
- II. **Power of Attorney.** You grant CCB and its service providers a limited power of attorney as provided below to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant CCB and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third-party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the PF Services are not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN CCB OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**
- III. **Your Obligation to Regularly Monitor Your Accounts with Third Parties.** **YOU ACKNOWLEDGE AND AGREE TO REGULARLY MONITOR YOUR ACCOUNTS WITH THIRD PARTIES FOR ANY UNAUTHORIZED ACTIVITIES AND IMMEDIATELY REPORT ANY SUSPICIOUS ACTIVITY TO CCB AND THE THIRD PARTY HOLDING YOUR ACCOUNT.** Subject to the limitations of liability provisions contained in the *Digital Banking General Terms*, neither CCB nor its service providers shall be liable to for any unauthorized activity that could reasonably have been prevented or reversed had you been complying with your obligations under this provision.
- IV. **Third-Party Accounts.** With respect to any third-party sites we may enable you to access through the PF Services or with respect to any non-CCB accounts you include in the PF Services, you agree to the following:
  - A. You are responsible for all fees charged by the third-party in connection with any non-CCB accounts and

transactions. You agree to comply with the terms and conditions of those accounts and agree that this PFS Addendum does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-CCB account, you agree to direct these to the account provider.

- B. Any links to third-party sites that we may provide are for your convenience only, and CCB and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the PF Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
- V. **Limitations of PF Services.** When using the PF Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the PF Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the PF Services at any time without prior notice.
- VI. **Acceptance of User Agreement and Changes.** Your use of the PF Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User agreement. Your continued use will indicate your acceptance of the revised User agreement. The licenses, user obligations, and authorizations described herein are ongoing.
- VII. **Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the PF Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
- VIII. **Ownership.** You agree that CCB and its service providers, as applicable, retain all ownership and proprietary rights in the PF Services, associated content, technology, mobile applications and websites.
- IX. **User Conduct.** You agree not to use the PF Services or the content or information delivered through the PF Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the PF Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for CCB or its service provider or cause CCB to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the PF Services in such a manner as to gain unauthorized entry or access to computer systems.
- X. **Indemnification.** You agree to defend, indemnify and hold harmless CCB, its third-party service providers and their officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the PF Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- XI. **Disclaimer.** The PF Services are not intended to provide legal, tax or financial advice. The PF Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither CCB nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. CCB and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, CCB and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the PF Services or any materials or information accessible through it. Past performance does not guarantee future results. CCB and its third-party providers do not warrant that the PF Services comply with the requirements of the FINRA or those of any other organization anywhere in the world
- XII. **Export Restrictions.** You acknowledge that the PF Services and any software underlying such PF Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these

regulations. You will not export or re-export the software or PF Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the PF Services may include technical data subject to export and re-export restrictions imposed by U.S. law.

XIII. **Other Terms.** You may not assign this User agreement. A determination that any provision of this User agreement is unenforceable or invalid shall not render any other provision of this User agreement unenforceable or invalid.

XIV. **Other Important Legal Terms.** Please see the complete Digital Banking T&Cs at <https://www.ccbfinancial.com/countryclubbank/pdf/cebonlinebankingagreement.pdf> for other legal provisions that apply to your use of the PF Service, including, among other topics, our disclaimer of warranties and limitations on our liabilities to you and third parties.

[End of Addendum. Last Updated May 2021]