

UMB Online Banking Agreement

This Agreement (the "**Agreement**") governs the use of UMB online banking (the "**Service**") by consumer customers. A consumer is a person whose Accounts accessed by the Service are held primarily for personal, family or household purposes. When a consumer subscribes to or uses the Service or uses any security code or security device to access the Service, the terms of this Agreement apply. Please read this Agreement carefully. You may print a copy for your records. If you use the Service primarily for business or commercial purposes, a different version of this Agreement applies.

As used in this Agreement, "**you**" or "**your**" refers to a consumer customer who enrolls in our online banking Service, or any other person that you allow to use the Service. "**We**," "**us**," "**our**" or "**UMB Bank**" refers to UMB Bank, n.a., which holds your UMB Bank Accounts, and our successors in interest. "**UMB Bank Account**" means any account at UMB Bank to which you have access through the Service. But the term "UMB Bank Account" does not include investment-type accounts offered by or through us such as your **Asset Management Account**, your **UMB HSA Saver® Account**, your **HSA Self-Directed Brokerage Account** or your **HSA Money Market Fund Account**.¹ "**Account**" means any account, including an investment-type account referred to in the preceding sentence, that you have that can be accessed by the Service to obtain information or transact other business as described in this Agreement.

E-sign Consent

In order to access your Account(s) through online banking, you must agree to the terms and conditions outlined in this Agreement (which includes this E-sign Consent). By clicking on the "**I Agree**" button below, you consent to receive the Agreement electronically, including any update or amendment to the Agreement that we make from time to time.

In order to review the Agreement in electronic form, you will need a personal computer, tablet or other electronic device and the ability to download or print. Your computer must have an operating system from Microsoft or Apple that is generally supported in the marketplace by the software developer, and a browser of your selection supported by your operating system that can successfully access and interact with normal online banking functionality, including the ability to transmit and receive financial information through encryption software typically used in the banking industry. We currently support recent versions of the following browsers: Internet Explorer®, Mozilla Firefox®, Google Chrome™ and Safari®.

You should download or print a copy of this Agreement, including the E-sign Consent, and retain a copy for your records. A current version of this document will continue to be available on this Web site. If you would like a paper copy after consenting to receive it electronically, you may call 800.699.8702, or if calling within the Kansas City area, please call 816.860.5798, Monday – Friday, 8 a.m. - 10 p.m. CT, or Saturday, 8 a.m. - 5 p.m. CT. There is no charge to have the document printed and mailed to you.

Your consent to receive this document electronically applies only to this Agreement and amendments to the Agreement that we may make from time to time. This consent does not apply to your receiving ongoing communications related to your Account(s) such as periodic statements. If you do not want to receive this Agreement and updates electronically, click “**Cancel**” below. Unfortunately, you will not be able to use UMB online banking to access your Account(s) if you click “**Cancel.**” Your consent to receive this Agreement and updates to it electronically does not revoke or amend any other E-sign agreement that you have with us that allows us to send documents to you electronically.

1. The Service; User’s Guide. You can access the Service by using a variety of electronic devices, including a personal computer, tablet, cell phone and other portable electronic devices. You must determine whether your hardware and software meet the encryption and other requirements we have established for the Service. A user's guide (“**User’s Guide**”) is provided within online banking and accessible at <https://www.umb.com>. It includes detailed information about technical aspects of the Service. The User’s Guide is not considered part of this Agreement and does not vary the terms of this Agreement.

1 Asset Management Accounts and HSA Self-Directed Brokerage Accounts are offered by UMB Financial Services, Inc., member FINRA, SIPC and not by UMB Bank. UMB Financial Services, Inc. is a wholly-owned subsidiary of UMB Financial Corporation.

Investments made available through your Asset Management Account, UMB HSA Saver® Account, HSA Self-Directed Brokerage Account or HSA Money Market Fund Account:

- are not deposits or obligations of, or guaranteed by, UMB Bank or any other financial institution;
- are not insured by the FDIC or any other government agency; and
- involve investment risks, including the possible loss of the principal invested.

2. User ID and Password. You need to use certain security codes, which include both a User ID and a Password, when you access this Service. Because your security codes can be used to access money in your Accounts and information about your Accounts, you should treat your security codes with the same degree of care and secrecy that you use to protect the Personal Identification Number (**PIN**) you have for your ATM or check card or that you use to protect other sensitive personal financial data. You can change your Password online, and we recommend that you do so frequently. Your Password should not be the same as your ATM card PIN. You agree not to give or make available any of your security codes to any person not authorized to access your Accounts. You agree to report any loss of or suspected unauthorized use of your security codes to us immediately. (See Section 17 below about how to contact us to report a loss or suspected unauthorized use.)

3. UMB Bank Account Information. With the Service, you can check your balance and obtain certain transaction information regarding your UMB Bank Accounts. The Service will enable you to obtain balance and transaction information about the following types of Accounts that you have opened with us: checking accounts, savings accounts, Health Savings Accounts (**HSAs**), Individual Retirement Accounts (**IRAs**), Certificates of Deposit (**CDs**), overdraft lines of credit, consumer loan accounts, and home equity lines of credit.

For Health Savings Accounts you have with us, the Service will show your base UMB HSA Deposit Account balance. Funds in your base HSA Deposit Account are held at UMB Bank and are FDIC-insured to the maximum extent provided by law. The Service will also show your HSA Money Market Fund Account balance, your HSA Self-Directed Brokerage Account balance, or your HSA Saver Account balance, if you have opened any of those HSA investment-type accounts. Those HSA investment accounts are not FDIC-insured.

All the UMB Bank Accounts accessed by the Service must be included within a single user registration, which means that the accounts must be associated with the same taxpayer ID (e.g. social security) number, and you must be an owner of each of the accounts. We reserve the right to deny online banking access to certain kinds of accounts such as trust or fiduciary accounts, and to limit the types of accounts that may be combined in an online banking profile.

The "**Balance**" displayed in the Service for your UMB Bank Account includes deposits still in the process of collection or that have not yet been verified by us (rather than collected funds). The "Balance" displayed will also reflect electronic debits that we have received but have not yet posted to your UMB Bank Account, such as ATM withdrawals, debit card transactions or other electronic payments. You may need to adjust the "Balance" shown in the Service to take into account transactions you have made but

that have not yet been presented to us, such as outstanding checks you have written and other electronic payments or withdrawals you have authorized.

The “**Balance**” displayed in the Service for your HSA Money Market Fund Account is the prior business day’s ending balance based on the values of your money market fund account assets as of that day, as reported by the Fund. The “**Total HSA Available Balance**” shown in the Service is the sum of the base UMB HSA Deposit Account balance plus the prior day’s ending HSA Money Market Fund Account balance. That figure does **not** include your HSA Self-Directed Brokerage Account balance or your HSA Saver Account balance, each of which is listed separately. The HSA Self-Directed Brokerage Account balance or HSA Saver Account balance is the prior business day’s ending balance based on the value of assets in your investment account as of that day, as reported to us by the clearing broker or other record keeper.

We maintain transaction information on your UMB Bank Accounts in the Service for a period of at least 90 days.

4. Making Contributions to your HSA Deposit Account through Online Banking.

You can use our Online Banking Service to make contributions to your base HSA Deposit Account from another bank account that you own (a “**Funding Account**”). The Funding Account may be a checking or savings account you have with us or with a different financial institution.

After you have entered information in our online banking Service that identifies the Funding Account you want to use, we will make two small deposits to the Funding Account, with the words “**UMB HSA**” as a transaction description. After those deposits appear in your Funding Account, you must log back into our online banking Service to verify the amount of those two deposits. We will remove the two deposited amounts from your Funding Account on the same day they are deposited. If you do not correctly identify the two deposited amounts, you not be able to use that Funding Account to make contributions to your HSA Deposit Account. You represent and warrant to us that you own any Funding Account that you designate in the Service for making contributions to your UMB HSA Deposit Account and that you have a right to debit the Funding Account to make contributions to your HSA, and you agree to indemnify and hold us harmless for any claims, damages and expenses (including reasonable attorney’s fees) that we incur by virtue of our following your instructions in making any transfer from a Funding Account to your UMB HSA Deposit Account.

Contributions to your HSA Deposit Account may not exceed the applicable annual HSA contribution limit established by the IRS for family coverage plus the maximum annual catch-up contribution limit. For further information, see your HSA Custodial Account Agreement with us.

If your Funding Account is held at an institution other than UMB Bank, you should allow up to five business days for the contribution to be available in your UMB HSA Deposit Account. If the Funding Account is a UMB Bank Account, the funds will be available in your UMB HSA the same banking day as you enter the transaction in our Online Banking Service, as long as you complete the transaction before 9:00 p.m. CT and the day is a business day for us.

You can obtain a record of any recurring contribution you establish from your Funding Account to your HSA Deposit Account by printing out the “**Make Contribution**” screen in the Service. You can change or delete a scheduled contribution by using the “**View/Edit Scheduled Transactions**” or the “**View/Edit Recurring Transactions**” tab in the **HSA Tools** menu. Changes may not be made to a contribution or recurring contribution once the transaction is marked “posted.” Changes for contributions and reimbursements properly entered in the Service are effective immediately.

5. Asset Management Account Information. If you have a UMB Asset Management Account (“**Asset Management Account**”) established by UMB Financial Services, Inc., you can also use the Service to check your balance in and obtain certain transaction information relating to your Asset Management Account. (In this Agreement, the term “Asset Management Account” does not include your HSA Self-Directed Brokerage Account or your HSA Saver Account.)

The balance that you receive through the Service for your Asset Management Account (the “**Asset Management Account Balance**”) is the sum of (a) any cash in your Asset Management Account; (b) the balance in the Core Transaction Fund; and (c) a percentage of the market value of the securities in the Margin Account portion of your Asset Management Account (if your account has a margin feature) equal to the lesser of (i) the percentage specified by applicable Federal Reserve Board regulations, or (ii) the minimum maintenance requirement as established by UMB Financial Service, Inc.’s clearing broker, National Financial Services, LLC (“**NFS**”).

You will not be able to obtain securities account positions in your Asset Management Account through this Service. Securities account positions may be obtained (a) by calling UMB Financial Services at 800.842.9999; (b) through www.umbfinancialservices.com, if you have applied and been approved for Online Trading privileges through UMB Financial Services, Inc.; or (c) through your periodic Asset Management Account statements supplied by UMB Financial Services, Inc.

You will also be able to view certain credits to and debits from your Asset Management Account through the Service. For example, you will be able to obtain information about transfers to your Asset Management Account and checks written against or debit card transactions processed against your Asset Management Account. Transaction

information on your Asset Management Account is maintained through the Service for a period of 90 days.

6. Internal Transfers Between UMB Bank Accounts. You may use the Service to transfer funds among the UMB Bank Accounts included in your online banking profile. To be processed on the same banking day, the transfer must be entered using the Service by 9 p.m. CT. The total dollar amount of all transfers between your UMB Bank Accounts and made on a single business day through the Service may not exceed \$100,000.00. Transfers from your base UMB HSA Deposit Account to your HSA Money Market Fund Account, your HSA Self-Directed Brokerage Account, or your HSA Saver Account or from those other accounts back to your base UMB HSA Deposit Account, occur using systems other than Online Banking, and are not governed by this Agreement.

You may not use the Service to perform certain types of transfers. For example, you may not use the Service to transfer funds out of a UMB CD or an IRA to your other UMB Bank Accounts, or to transfer funds from another UMB Bank Account into a CD or IRA. The same applies to your UMB overdraft lines of credit and consumer loan accounts. Also, if your account is a savings account or another type of account with limited transaction privileges, the payments and transfers you make through the Service are counted toward the applicable limit. (See our Account Agreement in the Important Information Regarding Your Deposit Accounts booklet and accompanying Supplemental Disclosures, or contact a banking representative for details.) If you exceed those limits, a fee may apply for each excess transaction.

Using the “**Health Savings Account Reimbursement**” screen within the “**HSA Tools**” menu, you can transfer funds from your base UMB HSA Deposit Account to another account. That function is designed to allow you to reimburse yourself from your HSA for a qualified healthcare expense that you paid from other (non-HSA) funds. When you transfer funds from your UMB HSA to other UMB Bank Accounts, the total daily transfer limit of \$100,000 per business day that is referred to in this Section 6 applies, but if the transfer is to a non-UMB domestic U.S. financial institution, the transfer limit for all such transfers is \$10,000 per business day. You must ensure that the reimbursement is for a qualified healthcare expense and that you keep records to establish that fact, in case the Internal Revenue Service asks you for the records. We do not review your reimbursement request for compliance with IRS regulations. You are responsible for the tax consequences of any reimbursement transaction from your HSA using the Service.

We will immediately deduct the amount of a transfer you have requested from the Balance in the UMB Bank Account from which you made the transfer, if it is a transfer you have created for today, or on the calendar day of the transfer, for transfers you

create as **“Future Transfers.”** A completed funds transfer made through the Service to another UMB Bank Account will result in the immediate availability of funds in the account to which you transferred the money for the purpose of making withdrawals or bill payments made through the Service. If you use the Health Savings Account Reimbursement function to credit an account at another (non-UMB) depository institution for a medical claims reimbursement, the funds will generally be available in the account at the other bank within 3 business days after you enter the reimbursement in Online Banking. For further information, contact the other financial institution and ask about when the funds will be available.

When you make a transfer or payment using UMB online banking but you do not have sufficient funds in the UMB Bank Account, the overdraft line of credit that you may have with us will be accessed, in accordance with the terms governing your overdraft line of credit account.

7. External Account Transfers. You can use UMB online banking to make transfers (**“External Account Transfers”**) to or from your UMB Bank Accounts to up to ten (10) Accounts that you have with other (non-UMB) domestic U.S. financial institutions (**“External Bank Accounts”**). External Account Transfers can be set up either as one-time transfers or as recurring transfers, and may be same day or Future Transfers. To perform an External Account Transfer, you must set up each of the External Bank Account in the Service and verify your authority over that Account. Each External Bank Account must either be a checking or a savings account.

After you have entered your External Bank Account number and the routing number of the other financial institution in our Online Banking Service, we will make two small deposits to the External Bank Account, with the words **“OLB VTrans”** as a transaction description. After those deposits appear in your External Bank Account, which may take up to three (3) business days, you must log back into UMB online banking, select the **“Manage External Accounts”** option on the **“Transfer Money”** page, select **“Verify”** and enter the amount of the deposits (in no particular order). We will remove the two deposited amounts from your External Bank Account on the same day they are deposited.

If you do not correctly identify the two deposited amounts, you will not be able to use the External Account Transfer function to make transfers to or from that External Bank Account. You represent and warrant to us that you own each External Bank Account that you designate in the Service for making External Account Transfers, and that you have a right to debit and credit the External Bank Account set-up within the Service, and you agree to indemnify and hold us harmless for any claims, damages and expenses (including reasonable attorney’s fees) that we incur by following your instructions in making any External Account Transfer.

To be processed on the same banking day, the External Account Transfer must be entered using the Service by 9 p.m. CT. The total dollar amount of all External Account Transfers made on a single business day through the Service may not exceed \$10,000.00. We will immediately deduct the amount of a transfer you have requested from the Balance in the UMB Bank Account from which you made the transfer, if it is a transfer you have created for today, or on the calendar day of the transfer, for transfers you create as **“Future Transfers.”**

Funds transferred into your UMB Deposit Account from an External Bank Account will not be included in your Available Balance for five (5) business days.

You can obtain a record of External Bank Transfers you establish in UMB online banking by printing out the **“View/Edit Transfers”** or **“View/Edit Recurring Transfers”** screens in the Service. You can change or delete a scheduled external transfer by using the **“View/Edit Transfers”** or the **“View/Edit Recurring Transfers”** options in the **“Transfers”** tab menu.

Changes may not be made to transfers or recurring transfers once the transaction is marked “posted.” Changes for transfers and recurring transfers properly entered in the Service are effective immediately.

8. Transfers to or from Asset Management Account. Subject to the dollar, time and other limitations set forth immediately above in this Agreement, you may use the Service to transfer funds from your Asset Management Account to your UMB Bank Accounts. The amount available for transfer from your Asset Management Account is the Asset Management Account Balance as described in Section 5 above.

You should also be aware that any withdrawal from your Margin Account (if you have one) constitutes a margin loan from NFS. It is important for you to understand that margin loans carry certain risks, including the risks that (i) you could lose more funds than you have in the Margin Account; (ii) NFS can force the sale of securities or assets in your Asset Management Account if the equity in your account falls below the applicable margin maintenance requirements, and (iii) NFS can lend, hypothecate, or rehypothecate any property carried by NFS on margin.

Subject to the dollar, time and other limitations set forth elsewhere in this Agreement, you may use the Service to transfer funds from any of your UMB Bank Accounts to your Asset Management Account. Any funds so transferred will first of all be used to pay down any outstanding margin loans. Any remaining funds so transferred will be credited to the Core Transaction Fund.

9. Bill Payment Service. If you enroll in the Bill Payment Service, you may electronically direct us to make payments from your UMB Bank Accounts or from your Asset Management Account to third parties ("**Payees**"). (You cannot directly enter a Bill Payment from your HSA Money Market Fund Account, your HSA Self-Directed Brokerage Account, or your HSA Saver Account, but you can enter a Bill Payment from your base HSA Deposit Account. You cannot make a Bill Payment directly from IRAs, CDs, overdraft lines of credit, a consumer loan account or your home equity line of credit.)

You may make payments through the Service to any business, merchant or professional that generates a bill or invoice for products or services and that has an address we can verify ("**Business Payee**"). You may also make payments through the Service to individuals, family, or friends for non-business purposes ("**Personal Payees**").

Payments may be made only to Payees with a U.S. mailing address. You may not use the Service to make a payment for alimony, child-support, taxes, or other governmental fees, court- directed payments or payments to settle securities purchases. If you make a Bill Payment from your base HSA Deposit Account, you must ensure that the transaction is to pay for qualified medical expenses and that you maintain records to establish that fact, in case the Internal Revenue Service asks you for the records. We do not review your bill payment request for compliance with IRS regulations. You are responsible for the tax consequences of any bill payment you make from your HSA Deposit Account using the Service.

a. Your Personal Payee List. You must provide sufficient information about each Payee ("**Payee Information**") as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account ("**Payee Account**") to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payee account number. Changes to your Payee Information are generally reflected in the Service within one (1) business day after you make them. From time to time we may limit the number of Payees you may designate to receive payments through the Service.

b. Payment Amount. Individual payments may be made in any amount not less than \$1.00 and may not exceed *\$100,000.00 in total on any business day*. Payments may not be in an amount that exceeds the Balance in your Account plus the amount of your available credit for the overdraft line of credit attached to the Account at the time the payment is initiated, or in the case of payments from your base UMB HSA Deposit Account, payments may not exceed your Total HSA Available Balance (as defined in Section 3 above). You may not schedule duplicate payments. A duplicate payment is

one that is scheduled to be made to the same Payee on the same day for the same amount.

c. **Delivery of Your Payments.** You may schedule payments on the day that you enter the payment information (a “**Same Day Payment**”), for a future date (a “**Future Payment**”), or to be automatically initiated in a fixed amount weekly, biweekly, twice a month, monthly, every four weeks, bimonthly, quarterly, semi-annually or annually (known as a “**Recurring Payment**”), subject to the restrictions in this Agreement. Although you can generally enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on our business days. (See Section 15 of this Agreement for a description of our business days.) The date on which a payment is to be "**initiated**" is the date on which funds are to be deducted from your UMB Bank Account or Asset Management Account (the "**Process Date**"). Please refer to your User's Guide regarding the scheduling of payments.

After funds are withdrawn from your UMB Bank Account or Asset Management Account on the Process Date, we may remit your payments by electronic funds transfer, by mailing the Payee a check drawn on an account we maintain for that purpose, or by other means. Because of the time it takes to transmit your payment to your Payees, they generally will not receive payment on the Process Date. This is the case regardless of whether the payment is a Same Day Payment, a Future Payment, or a Recurring Payment, as described below. Therefore, in order to provide sufficient time for payment to be received by your Payees, the Process Date for each payment should be at least five (5) business days prior to the Due Date. The “**Due Date**” is the date on which the payment must be received by the Payee to be considered on time under your agreement with the Payee, not including any grace period that the Payee may provide before the Payee imposes a late fee or similar penalty. The first time you send a payment to a Payee using the Service, it would be helpful if you allow additional time. That would allow the Payee to adjust to the new form of payment.

d. **Order of Payment.** If more than one bill payment is scheduled for the same business day, we will, in our sole discretion, determine the order in which those payments are processed. You cannot control the order in which these payments are processed. Accordingly, if your UMB Bank Account or Asset Management Account does not contain sufficient available funds to complete all of your payments, any one or more of the payments may not be completed.

e. **Same Day Payments.** Same Day Payments must be entered into the Service by 1 p.m. (CT) on a business day in order for the payment to be initiated on that day.

f. Future Payments. You may schedule a payment to be initiated on any future business day (a "**Future Payment**").

g. Recurring Payments. You may schedule payments to Payees to be automatically initiated in a fixed amount weekly, biweekly, twice a month, monthly, every four weeks, bimonthly, quarterly, semi-annually, or annually (a "**Recurring Payment**"). The date on which a transaction is scheduled to be initiated is referred to as the "**Recurring Payment Date**." If a Recurring Payment Date is a day that does not exist in a certain month, then the payment will be initiated on the last business day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on the 28th of February or the last business day of February, if the 28th falls on a day which is not a business day. If the Recurring Payment Date falls on a day other than a business day in any month, your payment will be initiated (i.e., the payment will be deducted from your Bank Account or Asset Management Account) on the preceding business day. Thus, your actual Process Date for any month may not be the Recurring Payment Date. For example, if you schedule a Recurring Payment to be initiated on the fifth (5th) of each month, and August 5th is a Saturday, your payment for August would be initiated August 4th.

It also is important to note that differences in the days of the week can reduce the number of business days between your scheduled Recurring Payment Date in any particular month. In order to ensure that your Recurring Payments are always initiated at least five (5) business days before your payment Due Date, we recommend that you schedule the Recurring Payment Date to be at least ten (10) calendar days prior to your payment Due Date.

h. Limited Late Fee Reimbursement. We will reimburse consumer customers who use the Service up to \$50 per payment, for any Payee-imposed late fee or portion of finance charges associated with the late payment amount that the Payee will not waive or reverse as a courtesy to you or to us or any third party and that was incurred by you due to a payment posting late. To be eligible for this reimbursement, you must have scheduled the payment resulting in such a fee in accordance with the times recommended in this Agreement and the instructions relating to the Service, and none of the circumstances set forth in Section 10 may be applicable. Reimbursement will not apply to alimony, child-support, taxes, or other governmental fees, court-directed payments or payments to settle securities purchases through the Service, payments to interest bearing accounts, or payments scheduled during any applicable grace period. (That is, if the Due Date for a payment is the first day of the month and your Payee provides a 15-day grace period before a late payment penalty applies, the payment must be initiated no later than 5 business days before the first of the month for reimbursement to be granted). If we or any service provider we use erroneously caused the late fees or finance charges, then reimbursement up to \$50 will be returned to you.

If the late fees or finance charges are caused by a user error, we will not be responsible for any reimbursement. We are not liable for damages other than direct damages you may incur if we do not make a payment in accordance with this Agreement, such as incidental or consequential damages.

i. **Canceling or Changing Payments.** You may electronically cancel a “**Same Day Payment**” or a Recurring Payment that is scheduled for that day if you enter the information in the Service by 1 p.m. (CT) on the business day the payment is to be initiated. In order to change the date or amount of a Recurring Payment, you must first cancel the payment and then schedule a new payment to reflect the change. Any Recurring Payments already scheduled and displayed in Pending Payments will be processed and sent to the Payees unless you cancel each Pending Payment.

To stop a recurring payment, call Online Banking Support at 800.699.8702, or if you are calling from the Kansas City metropolitan area, call 816.860.5798, or write to us at UMB Online Banking Support, Department 118, P.O. Box 419226, Kansas City, MO 64141-6226 in time for us to receive your request three (3) business days or more before the Process Date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop a Recurring Payment three (3) business days before the Recurring Payment Date, and we do not do so, we will be liable for your direct losses or damages.

j. **Failed Payments.** If we are not able to make a payment as you directed, the transaction that you entered will be shown on the Payment History screen as a Failed Payment, and you will receive a notice of the failed payment when you sign into the Service. For example, if there are not sufficient funds in your Account on the Process Date or if other payments we have been asked to make on your behalf (such as checks you write or debit card transactions you make) would reduce the Available Balance below the amount required to make the payment, we may not make the payment. When a payment fails because of insufficient funds, we will attempt to make the payment on the following business day. If there are not sufficient funds in the Account on that date, your payment will not be attempted again. You will need to reschedule the payment or make other payment arrangements.

k. **Uncompleted Payments.** If we remit your payment to a Payee by mailing your Payee a check drawn on an account we maintain for that purpose and the check has not been presented to us for payment within 90 days after the Process Date, we will place a stop payment order on the check and mail you a refund check or deposit the amount of the payment into your account.

10. Our Liability for Failure to Complete Transactions. We will process and complete all electronic funds transfers (including transfers to Accounts or payments

from an Account) properly initiated through the Service in accordance with the terms of this Agreement. If we do not complete a payment or transfer to or from a consumer's Account on time or in the correct amount under the terms of this Agreement, our liability is limited to your direct damages proved. However, we will not be liable if:

- a. Through no fault of ours, you do not have enough money in your Account to make the payment or transfer.
- b. The payment or transfer would go over the limit on your overdraft line of credit or would exceed the balance in your Account, as applicable.
- c. The Service or your PC, modem or other electronic device is not working properly.
- d. A Payee mishandles or delays handling a payment sent by us.
- e. You have not provided us with the correct Payee Information, such as the Payee's name, address, Payee Account or payment amount.
- f. Circumstances beyond our control (such as fire, flood, or delay in the U.S. mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
- g. If you do not have the right under your Account agreement to withdraw the funds, or as otherwise set forth in the agreement governing your Account.
- h. As otherwise set forth in this Agreement.

Our liability to business or commercial customers who use the Service is governed by a different version of this agreement.

11. Consumer Purpose. You have signed up for the consumer version of our Service. You represent and warrant to us that you will use your Bank Accounts, the Asset Management Account (if applicable) and the Service primarily for personal, family, or household purposes and not primarily for business or commercial purposes.

If, despite your representation and warranty in this Section, any of your Accounts are determined to have been established primarily for business or commercial purposes, you agree that the protections provided to consumers under the federal Electronic Fund Transfer Act and Regulation E or under similar state law or regulation, as incorporated in this Agreement, shall not apply to such Accounts. We will not be deemed to have extended those protections to you by contract, and no course of conduct on our part shall be deemed to have extended those protections to you.

12. Fees. We charge the following fees for the online banking Service: Basic service (account information and funds transfers) - No monthly fee. Bill Payment Service - No monthly fee and no per payment fee.

Although there are no fees for use of the online banking Service, you may incur fees based on maintaining your Accounts (such as monthly maintenance fees, activity fees, and overdraft/insufficient funds fees), and you may incur interest or other charges under

your overdraft line of credit agreement, margin agreement or home equity line of credit (if applicable). You may also incur fees related to your HSA Money Market Fund Account, your HSA Self-Directed Brokerage Account, or your HSA Saver Account, as disclosed in separate agreements with you.

13. Statements. All of your payments and funds transfers made through the Service will appear on your Account statement(s). The Payee name, payment amount and Process Date will be reflected for each payment made through the Service. If you have a savings account, you will get a statement of your savings account at least once every three (3) months. You will receive quarterly statements on your base UMB HSA Deposit Account.

14. Equipment. We are not responsible for any loss, damage or injury resulting from (a) an interruption or any other defect in your electrical power, telephone service, or the services provided by your Internet service provider; (b) the disconnecting of your telephone line by your local telephone company or from deficiencies in line quality; (c) any defect or malfunction of your PC, modem, Wi-Fi or other electronic device you use to access the Service; or (d) the transmission of any virus which may infect your equipment or software. We are not responsible for any services relating to your PC or other electronic access device other than those specified in this Agreement.

15. Business Days/Hours of Operation. Our business days are Monday through Friday, except bank holidays. Although bill payments can be initiated only on our business days, the Service is generally available 24 hours a day, 7 days a week.

However, the Service is not available during scheduled maintenance periods and during unscheduled system outages.

16. Notice of Your Rights and Liabilities. Tell us AT ONCE if you believe that one or more of your security codes (such as your User ID or Password) have been lost or stolen. Otherwise, you could lose all the money in your Accounts accessed by the Service. Telephoning is the best and fastest way of keeping your possible losses down.

If you believe your security code has been lost or stolen or that someone has transferred or may transfer money from your Account using the Service without your permission, call 800.699.8702, or if you are calling from the Kansas City metropolitan area, call 816.860.5798, or fax to: 800.317.3109, or write to:

UMB Online Banking Support Dept.
118 Mail Stop 1110402
PO Box 419226
Kansas City, MO 64141-6226

However, if the Account you have a concern about is a Health Savings Account you have with us, the best way to contact us is to call us toll-free at 866.520.4HSA (4472), or from the Kansas City area, 818.860.5741. When you are writing us about your HSA, the best address to use is:

UMB Bank, n.a.
Healthcare Services
P.O. Box 419226
Kansas City, MO 64141

If you tell us within two (2) business days after you discover that your security code has been lost or stolen, you can lose no more than \$50.00 if someone used your security code without your permission. If you do not tell us within two (2) business days and we can prove we could have stopped someone from using your security code without your permission if you had told us, you could lose as much as \$500.00 or a lesser amount as permitted by state law. If you are a Colorado resident and the unauthorized use occurs through no fault of your own, no liability shall be imposed. Also, if your statement shows payments or transfers that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you have consented to receive your account statements from us electronically instead of in paper form, you agree that the electronic notice we send to the email address you provide which advises you of the availability of the statement will constitute your receipt of the statement itself, and we will not be required to provide you with regular paper statements through the U.S. Postal Service. You must promptly sign into Online Banking and review your statement information when you receive the notice. You agree to review your electronic statement information at least every thirty (30) days.

If a good reason (such as a long trip or hospital stay) prevented you from telling us, we will extend the time periods.

17. Errors and Questions. In case of errors or questions about your electronic transfers or payments, you should:

a. Telephone UMB Online Banking Support at 800.699.8702, or, if you are calling from the Kansas City metropolitan area, 816.860.5798, or

b. Write to:

UMB Online Banking Support Dept. 118 Mail Stop 1110402
PO Box 419226
Kansas City, MO 64141-6226

c. However, in case of errors or questions about a Health Savings Account you have with us, the best way to contact us is to call us toll-free at 866.520.4HSA (4472), or from the Kansas City area, 818.860.5741. When you are writing us about your HSA, the best address to use is:

UMB Bank, n.a.
Healthcare Services
P.O. Box 419226
Kansas City, MO 64141

We must hear from you no later than sixty (60) days after you received the FIRST statement or notification on your PC or other electronic device in which the problem or error appeared.

- a. Tell us your name and Account Number.
- b. 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.
- c. 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 provisionally 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 do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 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 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.

18. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Accounts or the transactions you make:

- a. Where it is necessary for completing a transaction or for administering your Account;
or
- b. In order to verify the existence and condition of your Accounts to a third party, such

- as a credit bureau or merchant; or
- c. In order to comply with the order of a governmental agency or court or a subpoena; or
- d. If you give us your written permission; or
- e. Pursuant to a request from a company that provides services such as investments to your Account; or
- f. As provided in our Privacy Policy; or
- g. As otherwise provided by Missouri or federal law.

19. Authorization to Obtain Information. You agree that we may obtain and review your credit report from an authorized credit bureau. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

20. Termination. You may terminate your use of the Service at any time by calling UMB online banking Support at 800.699.8702, or 816.860.5798 if calling from the Kansas City metropolitan area, or write to: UMB Online Banking Support, Dept. 118 Mail Stop 1110402, PO Box 419226, Kansas City, MO 64141-6226. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Process Date within this ten-day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments with Process Dates during the ten (10) days following our receipt of your written notice of termination. Certain kinds of requests for services related to Health Savings Accounts, such as closing an HSA in the event of the death of the account owner and the transfer of funds in an HSA to a new custodian or trustee may only be made to our HSA Customer Service Department; see Section 17c above.

We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Bank Accounts are closed, or access to your Accounts is restricted for any reason. If you would like to transfer the Service to a different account with us, you must provide ten (10) business days advance written notice.

Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

21. Limitation of Liability. Except as otherwise provided in this Agreement or by law, neither UMB Bank nor UMB Financial Services, Inc. is responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, use or maintenance of your PC, electronic device or its related software.

22. Entire Agreement. This Agreement is the complete and exclusive agreement between you and us related to our online banking Service and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to the Service or any statement by our employees or agents, this Agreement shall control.

23. Waivers. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise thereof or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

24. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to that state's conflicts of laws provisions.

26. Amendments. We may amend or change any of the terms and conditions of this Agreement at any time in any manner permitted by law. If the change involves an increase in our fees for the Service, an increase in your liability for electronic fund transfer made using the Service, fewer types of electronic fund transfers that you can make using the Service, or stricter limitations on the frequency or dollar amount of transfers that you can make using the Service, we will give you at least twenty-one (21) days advance notice of the change. The notice may be included in a periodic statement or other written notice that we provide you. Or it may be an electronic notice that is posted within the Service or that we send to the email address you have provided within the Service. You will be deemed to have received any such electronic notice when you sign into the Service for the first time after we have provided that notice, if the notice is posted in the Service, or when we send a notice of the availability of the information to an external email address that you have provided to us. Your use of the Service after you are notified of the change in that way will constitute your consent to the new Agreement.

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